

COLLECTIVE BARGAINING AGREEMENT

Between

The Governing Board

of the

Governing Board
San Rafael Elementary School District

and

The San Rafael Teachers Association (SRTA)



Term of the Agreement: July 1, 2014 – June 30, 2017

Board Approval:

TABLE OF CONTENTS

ARTICLE I	Recognition	1
ARTICLE II	Compensation	2
	<i>Salary Schedule Placement</i>	2
	<i>Health & Welfare Benefits</i>	3
	<i>Association Dues</i>	4
	<i>Mileage</i>	4
	<i>5th Grade Outdoor Education</i>	4
	<i>Extra Duty Compensation</i>	4
	<i>Teacher-In-Charge</i>	4
	<i>Additional Duties</i>	5
	<i>Long-Term Teacher Recognition</i>	6
ARTICLE III	Work Year/Hours	7
	<i>Work Days</i>	7
	<i>Hours</i>	7
	<i>Daily Schedule</i>	9
	<i>Transitional Kindergarten and Kindergarten Support</i>	9
	<i>Required Attendance</i>	10
	<i>Minimum Days</i>	11
	<i>Staff Development Buy Back Days</i>	11
	<i>Adjunct Duties</i>	12
	<i>Conferences</i>	12
	<i>Scheduled Availability for Communication</i>	13
ARTICLE IV	Assignment and Transfer Procedures	14
	<i>Notification of Assignment</i>	14
	<i>Definition</i>	14
	<i>Posting Requirements</i>	14
	<i>Criteria</i>	14
	<i>Considerations</i>	14
	<i>Voluntary Transfer</i>	15
	<i>Involuntary Transfer: Administration-Initiated Transfer</i>	16
ARTICLE V	Leaves	17
	<i>Sick Leave</i>	17
	<i>Maternity Leave</i>	18
	<i>Child Arrival/Child Rearing Leave</i>	18
	<i>Restoration to Employment</i>	19
	<i>Sick Leave – Personal Necessity</i>	19
	<i>Industrial Accident and Illness Leave</i>	20
	<i>Bereavement Leave</i>	21
	<i>Leave of Absence for Jury Duty</i>	21
	<i>Association Leave</i>	22
	<i>Uncompensated Personal Leave – Long Term</i>	22
	<i>Uncompensated Personal Leave – Short Term</i>	22
	<i>Catastrophic Leave</i>	23
	<i>Part-Time Employment Leave Prior to Retirement</i>	26

ARTICLE VI	Job Share	27
	<i>Job Share Program</i>	27
	<i>Participation Limits</i>	27
	<i>Return from Partial Leave to Full-Time Employment</i>	27
	<i>Pay and Fringe Benefits</i>	27
	<i>State Teachers' Retirement System Contribution/Retirement Credit</i>	27
	<i>Step Advancement</i>	28
	<i>Prorated Sick Leave</i>	28
	<i>Proposal Timeline and Procedure</i>	28
	<i>Review and Approval of Proposals</i>	28
	<i>Evaluation of Job Share Partners</i>	29
	<i>Responsibilities for both Short and Long-Range Lesson Plans</i>	29
	<i>Adjunct Duties and Meetings</i>	29
	<i>Job Share Partner Illness</i>	29
ARTICLE VII	Safety Conditions of Employment	30
	<i>Safety</i>	30
	<i>Certification of Freedom from Tuberculosis</i>	30
ARTICLE VIII	Class Size/Mainstreaming	31
	<i>Staffing Ratio</i>	31
	<i>Mainstreaming Ratio</i>	31
	<i>Grades 6-8</i>	31
ARTICLE IX	Procedure for Evaluating Bargaining Unit Members	33
	<i>General Provisions</i>	33
	<i>Permanent Bargaining Unit Member Evaluation Process</i>	33
	<i>Timeline for All Permanent Bargaining Unit Members</i>	34
	<i>Temporary/Probationary Teacher Evaluation Process</i>	35
	<i>Timelines for Temporary/Probationary Bargaining Unit Members</i>	36
	<i>Teacher Evaluation Criteria</i>	36
	<i>Negative Evaluation Procedure/Assistance Plan</i>	38
ARTICLE X	Personnel Files	40
ARTICLE XI	Association Rights & Responsibilities	41
	<i>School Equipment, Building & Facility Use</i>	41
	<i>Membership Dues</i>	41
ARTICLE XII	Interest-Based Grievance Resolution Procedure	42
	<i>Purpose</i>	42
	<i>Desired Outcome</i>	42
	<i>Definitions</i>	42
	<i>Informal Level</i>	43
	<i>Formal Level</i>	43
	<i>General Provisions</i>	45

ARTICLE XIII	Complaints	47
	<i>Complaints Against Bargaining Unit Members</i>	47
	<i>Informal Resolution</i>	47
	<i>Written Complaint – Immediate Supervisor</i>	47
	<i>Superintendent or Designee</i>	47
	<i>Governing Board</i>	48
ARTICLE XIV	Management Rights and Responsibilities	49
ARTICLE XV	Negotiation Procedure & Term	50
	<i>Living Contract Process</i>	50
	<i>Negotiation Procedure</i>	50
	<i>Concerted Activities</i>	50
	<i>Savings Provision</i>	51
	<i>Term</i>	51
ARTICLE XVI	Beginning Teacher Induction Program	52
	<i>Induction Support Provider Selection, Compensation & Responsibilities</i>	52
ARTICLE XVII	Peer Assistance and Review (PAR) Program	54
	<i>Introduction/Purpose of the Agreement</i>	54
	<i>PAR Panel Composition and Selection</i>	54
	<i>Compensation and Term of the PAR Panel</i>	54
	<i>PAR Panel Responsibilities</i>	54
	<i>PAR Coordinator Responsibilities</i>	55
	<i>Participating Teachers</i>	55
	<i>Support Providers</i>	57
	<i>Process for Referred Teachers</i>	59
	<i>Due Process Rights</i>	60

Appendix A: Salary Schedule

Appendix B: Benefits Costs

Appendix C: Catastrophic Leave Request Form

Appendix D: Job Share Checklist and Proposal Form

Appendix E: Evaluation Documents

ARTICLE I

RECOGNITION

The Board of Education recognizes the San Rafael Teachers Association as the sole and exclusive bargaining agent for Elementary District Certificated employees occupying classes listed below:

Teachers, Counselors, Psychologists, Nurses, Librarians, Speech Therapists, and all District Special Education certificated staff who are non-management employees.

Excluded are: all management and supervisory employees, including but not limited to any employee with "Superintendent" in their title; School Principal, District Coordinator, Assistant Principal. Also excluded are: Home Instructor, Substitute and Summer School Teacher, Preschool Permit Teachers and up to two Administrative Interns. The articles and provisions contained herein constitute the entire binding agreement ("Agreement") by and between the Governing Board of San Rafael School District ("Board") and the San Rafael Teachers Association ("Association"). This agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

ARTICLE II

COMPENSATION

2.1 SALARY SCHEDULE PLACEMENT

- 2.1.1 Each bargaining unit member shall be placed on the salary schedule (Appendix A) when initially employed and granted year-for-year credit for previous verified, full-time teaching experience in Grades TK-8. ("Full time" experience means at least 120 continuous school days in a single school year in one position.) This shall be effective July 1, 2016 and shall only apply to teachers hired after July 1, 2016.
- 2.1.2 Each bargaining unit member shall be given credit for upper division and graduate units granted after the date of Bachelor's Degree up to sixty (60) semester units upon filing an official transcript verifying these units in the District Human Resources Department.
- 2.1.3 Lower Division course work may be used for salary credit if approval by the District Personnel Administrator and site administrator has been granted in advance of enrollment.
- 2.1.4 Bargaining unit members planning to advance from one salary column to a next higher column will notify the Human Resources Department of their intent by February 15, prior to the year of the intended advance. Salary advancement occurs only at the beginning of the school year. Transcripts verifying course work for salary advancement must be on file in the Human Resources Department prior to October 20. Official transcripts are the property of the individual providing them and will be returned by the Human Resources Department, if requested, when employment is terminated.
 - 2.1.4.1 "Units" as referred to in this section means semester units taken in an accredited U.S. college or university. The Conversion of quarter units to semester units shall be as follows: one quarter unit equals two-thirds semester units.
 - 2.1.4.2 Continuing Education Unit (CEU) credits – Teachers: CEU's in "relevant areas" as agreed by the site administrator, Human Resources and the Superintendent ("seat" time standard). There will be no credit for District paid courses/programs except in mutually agreed critical need areas.
 - 2.1.4.3 Advancement from one Salary Column to another requires 15 units, with the exception of BA + 30. In order to advance, no more than half of the 15 units may result from approved CEU's. The other half of the units must be post graduate semester units.
- 2.1.5 Staff members who have an advanced degree will receive an annual increment of \$1000 for their Master's degree and \$1350 for their earned Doctorate from an accredited university. Teachers who work less than full time will receive a prorated compensation.

2.2 HEALTH & WELFARE BENEFITS

The District contribution to medical benefits (CAPs) can be found in Appendix B.

2.2.1 The cap will be paid by the District for period of the time the unit member is receiving salary from the District. If a bargaining unit member chooses coverage more expensive than above allocation, the added cost will be paid by the bargaining unit member by payroll deduction. Part-time bargaining unit members shall receive benefits in the same pro ratio their position or to a full-time position.

2.2.2 Double Coverage of Medical Insurance:

Bargaining unit members who are covered under a spouse's or California-recognized registered domestic partner's health insurance plan may elect not to participate in the medical insurance plan offered by the District. Unit members who opt out of the District medical insurance coverage will receive monthly payment cash in lieu of this coverage equal to the current District contribution towards the District single cap rate of medical insurance. To be eligible for this medical insurance opt-out, bargaining unit members must provide proof of coverage from the spouse's or domestic partner's plan. Non-covered unit members may elect to enroll in the district's medical insurance plan at any time, subject to a 60-day processing period before this enrollment takes effect. In order to qualify for medical retirement benefits, bargaining unit members must be enrolled in District medical coverage one year prior to retirement.

2.2.3 Health Coverage Following Termination of Employment:

2.2.3.1 The District will pay the employer monthly contribution for SRTA members' health and dental premiums during the months of July for bargaining members who are non-reelected, released or resign with an effective date in June and who currently participate in the medical and dental plans.

2.2.3.2 Bargaining unit members who are terminated by the District through the reduction-in-force process and who were receiving benefits under paragraph 2.2.1 will be entitled to retain these benefits if reinstated to a regular position. If not reinstated, the District will pay the employer monthly contribution for the SRTA unit member through the month of August.

2.2.4 Dental:

Maximum dental coverage shall be \$2,000 per year.

2.2.5 Retiree Benefits:

2.2.5.1 Bargaining unit members who retire after July 1, 1987 may receive health/dental coverage in one of the District programs up to a cost of \$230 per month for bargaining unit member and spouse for no more than a five-year period, or until the bargaining unit member reaches age 65 (whichever comes first). If the actual cost of the program(s) is less than \$230, the District will

pay the actual cost. If the cost of the program exceeds \$230, the excess cost will be paid on a quarterly basis by the bargaining unit member to the District Payroll Office. Failure of the bargaining unit member to make excess cost payments by the deadline shown in the District billing will result in termination of benefits.

To receive this benefit, bargaining unit members must make a written request to be submitted with their letter of resignation indicating benefits they wish to retain.

2.3 ASSOCIATION DUES

Payroll deductions will be made by the District upon receiving a properly completed authorization for deduction and required bill lists.

2.4 MILEAGE

2.4.1 Bargaining unit members who may be required to use their own automobiles in the performance of their duties and members who are assigned to more than (1) school per day shall be reimbursed for all such travel at the current rate approved by IRS for all driving done between arrival at the first District location at the beginning of the work day and the last District location at the end of the work day.

2.4.1.1 Bargaining unit members who use their personal cars with prior administrative approval shall receive benefits provided in the above paragraph.

2.5 5TH GRADE OUTDOOR EDUCATION

2.5.1 There will be a maximum compensation of \$575 for five (5) days for a teacher who accompanies his/her class at outdoor education. Any days more or less will be prorated. The teacher may elect Option A: \$575 cash or a proration thereof, or, Option B: \$500 in cash and one day sub pay, or a proration thereof.

2.6 EXTRA DUTY COMPENSATION

2.6.1 Teacher Compensation for Extra Duty Work is \$35/hour when performed (effective 7/2/2016) on weekends, breaks, non-work days, and after the 8-hour contract day. Examples of extra duty work include:

- Grant Writing
- State/Federally funded projects
- Curriculum writing outside of regular calendar work day
- Other District-approved work

2.7 TEACHER-IN-CHARGE

2.7.1 The Teacher-in-Charge Primary Duties
The Principal shall notify the Teacher-in-Charge when she/he will be away from campus and the Teacher-in-Charge will be responsible for supervision, as

needed. The Teacher-in-Charge will perform the following duties when the Principal is unavailable:

- Student discipline
- Assembly supervision
- Facilitate meetings
- Yard supervision
- Bus supervision

2.7.2 Additional Teacher-in-Charge Duties:

In addition to the primary duties described above as part of the stipended Teacher-in-Charge service, up to 40 hours of additional activities will be identified by the Principal, in consultation with the Teacher-in-Charge. Principals have the flexibility to adjust suggested activities to meet the skills and interests of the Teacher-in-Charge. Possible additional duties may include:

- Participate on PTA committees
- Serve as SST Chair
- Coordinate a school-wide event
- Develop duty/specialist schedules
- Coordinate supply/book order
- Support new teacher orientation
- Facilitate grant writing
- Coordinate student council
- Assist in the site coordination and administration of state testing

2.7.3 Teachers-in-Charge Shall Not be Assigned Certain Duties:

Teachers-in-Charge shall not be assigned any of the following duties:

- Conducting staff evaluations
- Handling personnel issues
- Acting as a permanent principal designee at SLT or PTA meetings
- Developing/overseeing Single Plan for Student Achievement

2.7.4 Teacher-in-Charge Stipend:

The Teacher-in-Charge shall receive an annual stipend of \$1,200. If a principal is shared between two sites, the TIC will receive \$1,500.

2.8 ADDITIONAL DUTIES

2.8.1 Emergency Classroom/Student Coverage

In order to create the least disruption to the educational program when the regular teacher cannot be present and when substitutes are not available, it may be necessary to utilize existing staff to cover those classrooms. Protocol should be established at each site to deal with urgent classroom/student issues. This protocol should include:

- How coverage assignments are made
- Support that will be provided (personnel, time, materials)
- How lesson plans will be provided
- What staff is available to cover
- The priority order for this decision

2.8.1.1 Compensation for extra emergency classroom/student coverage will be as follows:

- Davidson is to pay teachers who cover at a rate of \$35 per class covered or at a rate of \$55 per class covered on block schedule, up to \$160 per day.
- TK-5 and Venetia Valley: \$35 per hour up to \$160 per day if a single teacher covers a period of 50 minutes or more. If more than one teacher receives three or more students when students are dispersed a period of 50 minutes or more, then the \$160 per day is divided among the receiving teachers.

2.8.2 Assistance for Packing and Unpacking as a Result of New Construction/Modernization. For purposes of assisting teachers in moving to new classrooms/school sites as a result of new construction or modernization, the following will be available:

- A substitute will be provided for one day for packing materials and a substitute will be provided for one day for unpacking materials.
- If a teacher chooses to work during his/her non- contract time, he/she will be compensated at the current substitute daily rate for one or two days.
- A teacher may choose to utilize a combination of these two options.
- A teacher must submit a form to indicate the preference for compensation and/or substitute, as well as the date for packing and the date for unpacking, and have a signature of approval from the site principal.

2.8.2.1 In addition, if a site agrees, a school-wide minimum day may be scheduled to accommodate the moving process. This must be approved in advance by the Deputy Superintendent.

2.9 Long-Term Teacher Recognition

2.9.1 It is the intent of the District to recognize the long-term commitment of its teachers. To this end, recognition pins shall be presented to teachers, every five years, beginning with year five. In addition, \$50 certificates, which are used for educational purposes, shall be presented at five-year intervals beginning with year 17.

ARTICLE III

WORK YEAR/HOURS

3.1 WORK DAYS

- 3.1.1 The work year of bargaining unit members shall consist of the following (prior to 2008-2009):
- Teachers, Nurses, Librarians 187 days
 - Counselors 192 days
 - Psychologists 204 days
- 3.1.2 Effective with the 2008-2009 school year, SRTA & SRCS agreed to suspend one (1) staff development day and reduce SRTA work year by one day as follows, until the district is able to reinstate the staff development day and increase the salary schedule by .5%:
- Teachers, Nurses, Librarians 186 days
 - Counselors 191 days
 - Psychologists 203 days
- 3.1.3 One hundred eighty (180) of these days will be student attendance days. The remainder shall be utilized for the purpose of in-service training, school organizational meetings, conferencing, planning, preparation, record keeping and similar activities required in conjunction with an individual's assignment.
- 3.1.4 Bargaining unit members will receive their daily rate of pay for each duty day as set forth in the salary schedule negotiated in conjunction with this contract.
- 3.1.4.1 Teachers, Nurses, Librarians – The starting and ending dates for each school year will be shown on the school calendar.
- 3.1.4.2 Counselor – Schedule to be developed by counselor in consultation with the principal or designee.
- 3.1.4.3 Psychologist – Schedule to be developed by the psychologist in consultation with the principal or designee.
- 3.1.4.4 Special Education Teachers – All Special Education Teachers (Resource Specialists, Special Day Class Teachers, Speech/Language Specialists) are entitled to 2 release days in addition to those already in the contract, in order to address additional paperwork.

3.2 HOURS

- 3.2.1 Bargaining unit members will work within one school year, the equivalent of eight (8) hours a day, excluding a 30-45 minute lunch break. Time spent on activities preparing for the following days' duties are included in this eight-hour equivalent, but it does not supplant required student service hours. Time spent on parent conferences, faculty meeting, district and school committees, district or school sponsored in-service meetings and other meetings required by the employer shall also count in the eight (8) hour equivalent.

- 3.2.1.1 Number of maximum minutes of instruction daily (except for minimum days) at each teacher grade level will be:

Instruction Minutes:

- Transitional Kindergarten 300
- Kindergarten 300
- Grades 1-3 300
- Grades 4-6 320
- Grades 6-8 336

The increase in instructional minutes will be effective July 1, 2017

The District and SRTA agree to convene a small working group to examine issues impacted by the increase in the instructional minutes, including but not limited to, banking time, uniform bell schedule issues, the structure of a kindergarten day if a full day kindergarten is not implemented at a particular site, and compliance with state and federal laws. This small working group shall convene no later than November 1, 2016 and shall make recommendations to the District and SRTA by December 22, 2016.

- 3.2.2 The above daily minutes may be waived under the following conditions:

- 3.2.2.1 Two thirds (2/3) of the bargaining unit members at a school site must vote to affirm the waiver. This election would be administered at the site by a site administrator and may be observed by an association site representative.
- 3.2.2.2 The total instructional minutes for the school year shall not be increased to exceed those defined in the collective bargaining agreement.
- 3.2.2.3 Bargaining Unit Members and the site administration shall mutually determine the use of the time available for the teacher collaboration made available by the banking time, in accordance with the schedules below:

K-5 Schools, Short School and Venetia Valley

Meeting Allotment	Week 1 Wednesday	Week 2 Wednesday	Week 3 Wednesday	Week 4 Wednesday	Week 5 Wednesday
First Hour from banking time Approx. 2:00-3:00	PLC or Grade Level	PLC or Grade Level	PLC or Grade Level	District Grade Level Mtgs: 2:30-3:30	PLC or Grade Level
Second Hour Approx: 3:00-4:00	Staff Meeting	ILT or Committee mtgs	Staff Meeting		Make up staff meeting due to missed mtg due to BTSN, Conferences, Open House and holidays

Davidson Middle School

Meeting Allotment	Week 1 Thursday	Week 2 Thursday	Week 3 Thursday	Week 4 Thursday	Week 5 Thursday
First Hour from banking time Approx. 2:00-3:00	PLC or Grade Level	PLC or Grade Level	PLC or Grade Level	Schoolwide Dept. Mtgs	PLC or Grade Level
Second Hour Approx: 3:00-4:00	Staff Meeting	ILT or Committee mtgs	Staff Meeting		Make up staff meeting due to missed mtg due to BTSN, Conferences, Open House and holidays

3.3 DAILY SCHEDULE

- 3.3.1 Bargaining unit members are required to report for duty at the prescribed work station 30 minutes before the start of the student day and remain for a reasonable period after the student day to meet with students and parents.
- 3.3.2 Bargaining unit members who leave the campus during the duty day are required to notify the principal, or designee, of their absence prior to leaving.
- 3.3.3 Discretionary Assignment of Time: Time during which a bargaining unit member is required to be in the school, but which is not assigned to student service may be assigned to other duties at the discretion of the principal.
- 3.3.4 The work schedule for kindergarten teachers will be the same as primary teachers. Kindergarten teachers not working in a team situation with hours concurrent with primary teachers will be assigned teaching duties at the kindergarten instructional level as determined by the school principal when a situation necessitates greater flexibility of hours.

3.4 TRANSITIONAL KINDERGARTEN AND KINDERGARTEN SUPPORT (effective July 1, 2017)

- 3.4.1 Transitional Kindergarten, Kindergarten and K/1 teachers shall have four release days a year for the purpose of individual student assessment. First grade teachers shall have three release days a year for the purpose of individual student assessment.
- 3.4.2 The administration acknowledges that the first week of school, while students are adjusting, requires additional support for transitional kindergarten and kindergarten teachers, such as from a student teacher and/or instructional aide time. The District will make a good faith effort to provide this additional support.
- 3.4.3 Schools now providing aide support will maintain their existing level of aide support as long as the funding source continues and contingent on the approval of Site Leadership Team (SLT). Schools currently not providing aide support will make every effort to find teachers, and SRTA representative at the site shall meet prior to the start of school year to develop strategy to provide support.

- 3.4.4 If the District configures more than one K/1 combination classes, those classes shall not be at the same site. In addition, no teacher will be required to teach a K/1 class for more than one year without the consent of the teacher. Any K/1 combination class shall be provided mutually agreed support (between the teacher and site administrator). This paragraph does not apply to multi-age K/1 classes.

3.5 REQUIRED ATTENDANCE

- 3.5.1 All bargaining unit members are required to attend the following activities:

3.5.1.1 Back to School Night

3.5.1.2 Open House

3.5.1.3 Faculty and/or in-service meetings at the school site called by the school or district administration totaling no more than 240 minutes per school month and shall begin as promptly as possible at the end of the school day unless staff agrees to hold the meeting before school. District-wide meetings for specific instructional purpose(s) may be held in lieu of the site meetings. The Site Leadership Team (SLT) and individually scheduled school interest group meetings are excluded from the 240 minute total.

3.5.1.4 By September 1 of each school year, the district will distribute a list of all district-wide committees and qualifying site committees. Each bargaining unit member is expected to serve on at least one District-wide committee which is included in the 240 minutes per school month. District committee assignments shall be distributed equitably among members at the school site.

3.5.2 Attendance at Professional Development Days

3.5.2.1 Bargaining unit members must attend all required professional development days. Occasionally, a bargaining unit member might miss a professional development day due to illness, bereavement, or other such allowable reasons. In those circumstances, the following options are possible:

3.5.2.1.1 With approval of the Principal and Deputy Superintendent, a teacher may create a professional development project (equaling a full eight-hour day) around core curriculum; or

3.5.2.1.2 A bargaining unit member may also attend a District-wide professional development make-up day at the end of the year in June.

3.5.2.2 If a bargaining unit member does not attend all of the professional development days or make up missed day(s), that teacher's paycheck shall be docked after the last professional development make-up day at the end of the year in June.

3.5.3 Attendance on Paid Teacher Workdays

- 3.5.3.1 Bargaining unit members will be in attendance on all non-student days. The Association and administration are committed to establishing regular attendance on these days. Before the start of the student school year, at least 50% of the time on paid teacher work days will be allocated for teacher classroom setup.
- 3.5.3.2 The end of fall and spring semester will be a non-student teacher workday for grading for Middle School staff.

3.5.4 Staff/Grade Level Meetings

- 3.5.4.1 A bargaining unit member excused by the principal is responsible for information disseminated at missed meetings. Make up time will be arranged at the discretion of the school principal in consultation with the unit member.

3.6 MINIMUM DAYS

- 3.6.1 The days on which Back to School Night in the fall semester and Open House in the spring semester are held will be minimum days so that bargaining unit members will have the opportunity to prepare information and materials for meeting parents.
- 3.6.2 A minimum schedule shall be observed for the week of fall and spring parent conferences.
- 3.6.3 The last student day will be a minimum day for K-8 students.
- 3.6.4 The second to the last day of school will be a minimum day for all K-5 students.

3.7 STAFF DEVELOPMENT BUY BACK DAYS

- 3.7.1 The District and SRTA previously agreed to add three (3) staff development days to the bargaining unit member work year. If state legislature reduces or eliminates the staff development buy back day program the following shall occur.
 - 3.7.1.1 Scheduled staff development buy back days on the affected school year calendar shall be cancelled, the bargaining unit member work year shall be reduced by a corresponding number of days, not to exceed three (3) buy back days, and the bargaining unit member's salary schedule shall be reduced in accordance with the number of cancelled days. For example, if a state budget which eliminates all three buy-back days is adopted, all scheduled buy-back days shall be cancelled, the bargaining unit member work year shall revert to 184 days and the SRTA salary schedule shall be reduced by three (3) days per diem.

- 3.7.1.2 If the state withdraws funding for all three (3) buy-back days and one or more days has already taken place, the remaining bargaining unit member work year shall be reduced by a comparable number of days to the number of staff development days which have already occurred and the salary schedule reduced by the appropriate number of days per diem as described above. The days reduced from the work year, shall be "teacher workdays."
- 3.7.1.3 If the legislature reduces two (2) or one (1) staff development buy-back days, the scheduled day or days shall be cancelled, the bargaining unit member work year reduced accordingly and the salary schedule reduced to reflect the reduction of one (1) or two (2) days, based on the state reduction of the program.
- 3.7.1.4 If the staff development buy-back days are eliminated in any given school year and reinstated in a subsequent fiscal year in the exact same manner as the program currently exists, the District shall reinstate the program and adjust the salary schedule accordingly. If the state brings the program back in a different manner, either party may request to reopen on the issue to negotiate how the modified program may be implemented in the elementary district.

3.8 ADJUNCT DUTIES

3.8.1 Non-Instructional Duties

- 3.8.1.1 All bargaining unit members are required to share in various non-instructional duties that will be assigned in an equitable manner. Examples of such are, but not limited to, the following:
- Campus, Recess or Bus Supervisor
 - Study Hall, Detention Supervisor
 - School sponsored social and athletic activities
 - School community meetings
- 3.8.1.2 Such non-instructional duties shall require no more than 40 hours in the course of the school year. Normally, non-instructional duties shall be scheduled so that they occur on a regular basis during the course of the school year. Bargaining unit members shall be invited to express their preference of non-instructional duties.

3.8.2 Part-Time Employment

- 3.8.2.1 Bargaining unit members on a part-time assignment will be required to perform a pro rata share of the adjunct duties and extra-curricular activities for the school.

3.9 CONFERENCES

3.9.1 Parent Conferences

- 3.9.1.1 Fall and spring parent conferences are mandatory for grades K-5. A minimum day schedule will be observed (a week in October

generally) by grades first through fifth for the week of fall goal setting. One day of the week of fall conferencing shall be a non-student day for Kindergarten through fifth grade bargaining unit members to provide flexible time throughout the day and evening for meeting with parents who cannot meet during the normal conferencing schedule.

- 3.9.1.2 A minimum day schedule will be observed a week in the spring by first through fifth grades for spring conferencing. One day of the week of spring conferencing shall be a non-student day for kindergarten through fifth grade bargaining unit members to provide flexible time throughout the day and evening for meeting with parents who cannot meet during the normal conference schedule.

3.9.2 Grade Four and Five Assistance

- 3.9.2.1 A substitute for grade four and five teachers shall be provided twice a year between the periods of (1) September through January and (2) February through June for the purposes of assessment, preparing for parent conferences and/or writing report cards.
- 3.9.2.2 Teachers must give a two-week notification to secure a substitute. In the case of substitute shortage, those substitutes covering illness shall take precedence over a substitute covering for grade four and five assistance.
- 3.9.2.3 In lieu of obtaining a substitute, teachers may elect to receive monetary compensation at the current daily substitute rate of pay. To receive this compensation teachers must submit a timesheet stating that this is for grade four/five assistance and is to be paid at the current daily substitute rate of pay.
- 3.9.2.4 Teachers must work with the school site principal and the District to ensure that procurement of substitutes are requested over time to not adversely affect substitute availability.

3.10 Scheduled Availability for Communication

- 3.10.1 Each bargaining unit member shall have a period of time each day for meeting with students, parents and other fellow bargaining unit members. In grades TK-5, this time is scheduled before and/or after daily classes are held. In middle schools, the preparation/conference period will occur during the student day. Except in accordance with legal provisions, in cases of emergency, the preparation/conference period shall be pre-empted only with the prior consent of the bargaining unit member; provided, however, that if the existence of the emergency is questioned, the bargaining unit member must fulfill the administrative request and subsequently register a complaint.

ARTICLE IV

ASSIGNMENT AND TRANSFER PROCEDURES

4.1 NOTIFICATION OF ASSIGNMENT

- 4.1.1 Each bargaining unit member shall be notified not later than the last workday of the school year, of his/her tentative assignment for the next school year.

4.2 DEFINITION

- 4.2.1 A "Transfer" is a move from one district school to another district school. Whenever possible, an individual changing location will have an assignment at the same level – Primary (TK-3), Intermediate (4-5), or Middle School if preferred.

4.3 POSTING REQUIREMENTS

- 4.3.1 When a vacancy exists, as determined by the superintendent, notification of the vacancy shall be posted for a ten (10) day period in the District schools, on the District website and e-mailed once to all unit members. Copies will be sent to SRTA. Vacancies shall include newly created positions.
- 4.3.2 All job postings shall include qualification for the position and the closing date for all applications. Vacancies will not be filled until the conclusion of the posting period.

4.4 CRITERIA

Transfer to a particular position will be based primarily on the needs of the total educational program, including but not limited to the following criteria:

- Appropriate certification
- Academic preparation for classes under consideration
- Types of past teaching experience
- Seniority (after April 15, only applicable to district initiated transfer due to staff reduction - see Article 4.7.3)
- Past evaluations

These criteria do not apply to a transfer under Section 4.7.2

4.5 CONSIDERATIONS

All bargaining unit members who transfer shall:

- 4.5.1 Have an opportunity to observe the school and position being considered.
- 4.5.2 Be guaranteed an equitable working environment, student load, instructional materials, and equipment.

- 4.5.3 Have the same consideration as other bargaining unit members in receiving room assignments that allow them to teach all classes in the same room.
- 4.5.4 Be assured that items on the standard inventory will remain in the assigned classroom.
- 4.5.5 Upon request, be provided with District transportation and assistance in the transferring of personal materials and property kept at the school.

4.6 VOLUNTARY TRANSFER

- 4.6.1 Each year, in January, the District will distribute a Notice of Intent to unit members. This form requests information regarding the bargaining unit member's employment for the following school year. The form must be returned no later than February 15th. Requests for voluntary transfer contained in the form shall remain confidential until the staffing process begins.
- 4.6.2 If on the Notice of Intent, a bargaining unit member requests a transfer, the bargaining unit member need not make a further application in order to be considered for any vacancy for the remainder of the school year, subject to sections 4.6.10 and 4.6.11.
- 4.6.3 In all other cases, it shall be the responsibility of bargaining unit members to monitor vacancies and notify Human Resources of their interest in a position. Unit members who desire a transfer to a vacancy shall submit, in writing to Human Resources, a request for placement in a vacancy.
- 4.6.4 All transfer requests shall be reviewed and the criteria in section 4.4 considered by the Superintendent and/or his/her designee. If the criteria are met, the Superintendent/designee shall permit the transfer unless he/she has compelling reasons not to do so and/or sections 4.6.10 and/or 4.6.11 apply. All permanent bargaining unit members applying for a vacant position will be granted first priority to an interview over outside applicants unless sections 4.6.10 and/or 4.6.11 apply.
- 4.6.5 Vacancies that occur after April 15th will be filled at the discretion of the Superintendent.
- 4.6.6 A transfer request shall not be denied arbitrarily or capriciously. If a voluntary transfer request is denied, the bargaining unit member will be notified in a timely manner. If the bargaining unit member requests, the District will provide the reason in writing. The reason shall not be subject to the grievance procedure.
- 4.6.7 Bargaining unit members returning from leave shall be afforded all rights provided under this section.
- 4.6.8 Any permanent bargaining unit member who has received a summative evaluation of unsatisfactory may request a transfer or be transferred in order to provide him/her with a reasonable opportunity for improvement.

4.6.9 Bargaining unit members being granted a transfer shall be provided the considerations under section 4.5 and will be given the opportunity to accept or decline the transfer offer.

4.6.10 API:

A teacher may not voluntarily transfer to a school that is ranked in deciles 1 to 3 on the API if the principal of the school refuses to accept the transfer.

4.6.11 APRIL 15:

After April 15 of the school year prior to the school year in which the transfer would become effective, a teacher who requests a voluntary transfer will not be given priority over other qualified applicants.

4.7 INVOLUNTARY TRANSFER: ADMINISTRATION-INITIATED TRANSFER OF BARGAINING UNIT MEMBERS

4.7.1 When it is necessary to transfer bargaining unit members from one district school to another, the final authority for transfer rests with the superintendent.

4.7.2 A bargaining unit member being considered for this type of transfer shall be directly consulted by the member's current principal prior to submission of his/her name to the District office. After the principal has interviewed the prospective transferee and submitted a recommendation, the superintendent shall make a final decision and communicate this to the school administration and the bargaining unit member.

4.7.3 When a District-initiated transfer is being considered due to staff reduction, the superintendent or designee shall meet with the principal to review the criteria described in section 4.4. The principal will meet with the staff members of the site involved to discuss the transfer. Bargaining unit members may volunteer and will be considered before any involuntary transfer is initiated. If no bargaining unit member volunteers for the transfer or if the volunteer is considered inappropriate for the transfer, the principal shall select a transferee, subject to the criteria described in Section 4.4. The superintendent will make the final decision regarding the transfer and communicate this to the school and the administration, and the bargaining unit member.

4.7.4 Involuntary transfers shall not be arbitrary or capricious.

4.7.5 Involuntary transfers will be placed by SRCS as it becomes aware of the program needs necessitating a transfer. To the extent known, SRCS will notify individuals of their involuntary transfer by April 15th and will place them by May 15th. SRCS and SRTA recognize that the need to involuntarily transfer an employee may surface at any time up to and including the beginning of school. For those involuntary transfers that become known to the District after May 15th, SRCS will seek to place that individual prior to placing any more voluntary transfers. If an involuntarily transferred bargaining unit member is dissatisfied with his/her placement he/she may request a voluntary transfer to another school site and the application shall be treated as a voluntary transfer.

ARTICLE V

LEAVES

5.1 SICK LEAVE

- 5.1.1 Full-time bargaining unit members are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Bargaining unit members who work less than full time shall receive sick leave in proportion that their work year bears to full-time work year or their workdays bear to a full-time workday of eight (8) hours.
- 5.1.2 If a bargaining unit member resigns, retires or is terminated and has used more sick leave than was earned, the amount used, but not earned, shall be deducted from the final warrant of the bargaining unit member.
- 5.1.3 Members of the bargaining unit must notify the District of absence as soon as the necessity to be absent becomes known to the bargaining unit member or by 7:00 a.m. of the day of the absence.
- 5.1.4 If a bargaining unit member retires with a positive balance of sick leave, the bargaining unit member is advised to contact the State Teachers' Retirement System regarding the conversion of sick leave to retirement benefits.
- 5.1.5 If a bargaining unit member chooses to leave certificated employment prior to retirement age, utilization of sick leave accumulation shall be determined between the bargaining unit member and the State Teachers' Retirement System.
- 5.1.6 Persons desiring to return from absence shall notify the District by 2:00 p.m. on the workday preceding the date of return. Failure to comply with these provisions may, at the discretion of the District, may result in the bargaining unit member's being denied the opportunity to return in which case an additional day's sick leave will be charged. The member shall be placed on unpaid status if the sick leave accumulation has been exhausted.
- 5.1.7 An absence for which sick leave is charged shall commence when the bargaining unit member fails to appear for a duty day.
- 5.1.8 A day of absence, for which a substitute has been called, once commenced may not be reinstated as a working day by the bargaining unit member.
- 5.1.9 When a bargaining unit member is absent, no payment shall be made for the day until the member has completed and submitted an Employee Absence Request Form signed by the member and the Principal or designee.
- 5.1.10 Verification of the reason for absence may be required by the Principal.
- 5.1.11 A bargaining unit member who has been absent for three (3) or more days and whose ability to return and render competent service is questioned, may be required to have a physical or mental examination, the results of which are communicated to the District before being permitted to return.

- 5.1.12 In the event bargaining unit members withhold services such as a work stoppage, the District may require an affidavit under penalty of perjury as to the reason for the absence and may request medical verification prior to payment for the day of absence.

5.2 MATERNITY LEAVE

- 5.2.1 The leave commences with the onset of medically approved disablement due to pregnancy, miscarriages, childbirth, and recovery therefrom unless the bargaining unit member is on a Board approved uncompensated leave. The bargaining unit member may claim sick leave pay and/or extended leave pay for no more than the period of time as determined by the bargaining unit member and her physician that she was actually physically disabled from performing her job because of pregnancy, miscarriage, abortion, childbirth, or recovery therefrom. Should sick leave pay be exhausted, the District will pay the bargaining unit member the differential between the bargaining unit member's salary and the salary of the substitute. At no time will the District charge the bargaining unit member more than the bargaining unit member's salary for the substitute coverage.
- 5.2.2 This leave is not intended to provide for periods of rest prior to, nor following childbirth or for childcare. Bargaining unit members shall give notice to the District of pregnancy at least four (4) months prior to the expected birth of the child. Any member may continue to work until such time as her physician deems that her well-being and/or inability to perform her duties require the commencement of maternity leave. Human Resources will meet with each individual reporting a pregnancy to discuss her options under current law in detail.

5.3 CHILD ARRIVAL/CHILD REARING LEAVE

- 5.3.1 Leaves may be taken by a bargaining unit member for "Child Arrival." It is the intent of this section to meet or exceed the existing provision of the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Bargaining unit members exercising their leave rights under this section shall not be further entitled to additional leave under (FMLA)/ (CFRA). This provision shall be limited to use once in any twelve-month period. Utilization of this section does not preclude the bargaining unit member from further use of Section 5.4.
- 5.3.2 Personal Necessity Leave may be used for Child Arrival Leave.
- 5.3.3 Child Arrival Leave shall apply whenever a bargaining unit member, becomes a parent. Child Arrival Leave may also apply to a bargaining unit member who has given birth and has exhausted their Maternity/Paternity Sick Leave. This is a voluntary leave. Pursuant to AB 375 (Education Code section 44977.50), the bargaining unit members may be entitled to differential pay up to twelve weeks, if all sick leave is exhausted and all conditions of the law are met.
- 5.3.4 In all cases described above, the leave may not exceed twelve weeks (60 workdays). For a bargaining unit member who has given birth, this leave may run consecutively after Maternity Disability Leave. When both parents are

employees of the District, the couple's aggregate leave under this provision shall be limited to twelve weeks. Child Arrival Leave shall be without pay. The District, however, shall continue to contribute to the employee's Medical/Dental premiums at the maximum negotiated contribution for the employee's claimed status after the arrival of the child.

- 5.3.5 Employees who meet the contract provision for payments in lieu of Medical/Dental benefits may continue to receive compensation in lieu of premiums during Child Arrival Leave.
- 5.3.6 Upon exhaustion of Maternity Sick Leave, Child Arrival, and Child Rearing Leaves, employees granted additional unpaid leave are eligible to purchase Medical/Dental coverage under COBRA provisions.
- 5.3.7 In all cases, employees must request these leave provisions as early as possible, in writing, to the Executive Director, Human Resources.

5.4 RESTORATION TO EMPLOYMENT

- 5.4.1 Generally, an employee is entitled to reinstatement to the same or equivalent position in the District when returning from Maternity Sick Leave, Child Arrival/Child Rearing Leave. However, the District may determine not to restore the employee to the same or equivalent position when it has been determined by a medical provider of the District's choice that the employee is unable to perform an essential function of this position. The District recognizes that its rights and obligations in this area are governed by FMLA/CFRA and the Americans with Disabilities Act.
- 5.4.2 Under the Family Medical Leave Act, "equivalent position" includes equivalent benefits, pay, and other terms and conditions of employment. An equivalent position may not necessarily imply placement at the same school, grade level, classroom or other teaching assignment. The District shall consider the employee's stated interest and credentialing when determining placement.

5.5 SICK LEAVE – PERSONAL NECESSITY

- 5.5.1 Up to a maximum of seven (7) days of accumulated sick leave may be used in each school year for personal necessity.
- 5.5.2 For the purpose of this section, a personal necessity is defined as a situation, which is imposed on a bargaining unit member over which he/she has no control and which cannot be disregarded. Personal necessity may include a variety of situations, which have a serious impact on an employee's personal life. Notice of intent to use personal leave must be made to the Principal or designee prior to the employee's absence, except in the following circumstances:
 - 5.5.2.1 Death or serious illness of a member of his/her immediate family (see bereavement section)
 - 5.5.2.2 Accident involving his/her person or property or the person or property of a member of the immediate family

5.5.2.3 Other similar situation in which giving prior notice was clearly impossible

5.5.3 Leave taken under this section shall be reported by the bargaining unit member on the Employee Absence Request Form.

5.5.4 The Board of Education may also permit personal necessity use of sick leave to an employee to appear as a witness in court other than as a litigant or to response to an official request from another governmental jurisdiction for reasons not brought about through the fault of the bargaining unit member.

5.5.4.1 Request for leave, as permitted in this section, shall be made in writing in advance of the absence as provided in this section and shall be compensated with pay up to the amount of the difference between the bargaining unit member's regular earning and any amount received as a fee, such as expert witness fee.

5.5.5 A teacher with 18 years of service or more shall not be required to state a reason when calling in to report an absence(s). This provision is limited to two days total, regardless of whether they are consecutive days or not.

5.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

5.6.1 Leave for industrial accident or illness shall be granted with pay for a maximum of 60 days during which schools are in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

5.6.2 Leave granted under this section shall not be accumulated from year to year.

5.6.3 Industrial accident or illness leave shall commence on the first day of absence.

5.6.4 When a bargaining unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/her full salary.

5.6.5 "Full Salary" as utilized in this section shall be computed so that it shall not be less than the bargaining unit member's "average weekly earnings" for the current contract year.

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

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

5.6.8 Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to use accumulated sick leave and upon expiration of

sick leave receive difference pay between the employee's salary and substitute pay for an additional five (5) school months. If the bargaining unit member continues to receive temporary disability indemnity, he/she may elect to take as temporary disability indemnity that will result in a payment to him/her of not more than full salary.

- 5.6.9 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrant for payment of the member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for periods covered by such salary warrants. Any bargaining unit member receiving benefits as a result of this section shall, during periods of injury, remain within the State of California unless the Governing Board, through the Superintendent, authorized travel outside of the state.
- 5.6.10 A physician's statement describing the nature and approximate duration of disability shall be provided by the bargaining unit member on the appropriate District form prior to the release of any salary payment permitted under this section.

5.7 BEREAVEMENT LEAVE

- 5.7.1 A bargaining unit member shall be entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such member or from sick leave accumulation except for absence for days beyond the allowance in this clause.
- 5.7.2 "Immediate Family" as used in Bereavement, Personal Necessity, and Catastrophic sections means mother, father, aunt, uncle, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any relative or domestic partner/companion living in the immediate household of the employee.

5.8 LEAVE OF ABSENCE FOR JURY DUTY

- 5.8.1 The unit member shall notify their supervisor in writing at the time the jury summons is received. If the appearance for jury duty would be detrimental to the instructional program or create a hardship for the school, the superintendent or designee may request that the bargaining unit member request to be given a postponement of the obligation to serve.
- 5.8.2 Leave under this section shall be granted for the duration the bargaining unit member is required to serve as a juror or is required to be in attendance in the court as a prospective juror, but shall not normally exceed five (5) days with full pay. Amounts received from the court, as juror fees, shall be paid to the District. The amount paid by the court for travel shall be retained by the member.

- 5.8.3 If a bargaining unit member is impaneled as a juror and the case requires more than five (5) days, the employee may request an extension of leave as a member of the jury.
- 5.8.4 Upon return to work, the bargaining unit member must provide verification of jury service.

5.9 ASSOCIATION LEAVE

- 5.9.1 The Association President or designee shall be provided five (5) days of release time at no loss of salary or benefits. SRTA will pay the cost of a substitute teacher for each of the five (5) release days that a substitute is required.

5.10 UNCOMPENSATED PERSONAL LEAVE – LONG TERM

- 5.10.1 At the discretion of the Board of Education, bargaining unit members with not less than four (4) years of contracted service with the San Rafael Board of Education may be granted leave of absence. Such leaves may be in excess of one (1) year, but not more than two (2) years, if in the opinion of the Board of Education, and extended leave is to the best interest of the District. There shall be no compensation for such leave and no salary increment shall accrue during the leave. The District may grant leave of up to one year for performance of paid employment outside the San Rafael City Schools. Bargaining unit members granted leave under this section shall notify the District Superintendent, in writing, prior to February 15 of the year before the leave is being taken.
- 5.10.2 In addition, bargaining unit members granted leave under this section shall notify the District Superintendent, in writing, prior to February 15 of the year during which the leave is being taken, whether the bargaining unit member will return for duty the following school year. A reminder will be sent to the individuals on personal leave by December 15 from the Human Resources Department. Failure to comply with this requirement and deadline may result in termination of employment.
- 5.10.3 Bargaining unit members who wish to extend their leaves beyond the termination date must make application no later than February 15 of the preceding academic year.

5.11 UNCOMPENSATED PERSONAL LEAVES – SHORT TERM

- 5.11.1 At the discretion of the Superintendent, a bargaining unit member may be granted limited leave not to exceed five (5) days for personal business. Application for this leave shall be submitted, in writing, to the Superintendent sufficiently in advance of the intended leave for action to be taken on the request prior to the date of the intended leave.

5.12 CATASTROPHIC LEAVE

5.12.1 Definition

5.12.1.1 “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 immediate family in which incapacity requires the employee to take time off from work for an extended period of time, as certified by the attending physician, to care for that family member.

5.12.1.2 Certificated staff may apply for and receive catastrophic leave for their own incapacitating illness or injury, as certified by the attending physician, which is expected to be for an extended period of time, or for the illness or injury of an immediate family member or domestic partner for whom he/she provides care pursuant to the following provisions:

5.12.1.2.1 Certificated staff, including administrators, may apply for and receive catastrophic leave according to the following:

- Their own incapacitating illness or injury
- The illness or injury of an immediate family member for whom the employee must provide care during the workday who lives in the household; or the employee must go to their household to care for that person; and the employee is the sole caregiver.
- For a domestic partner who meets the criteria as listed above as ‘immediate family member’

5.12.1.2.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all fully paid personal sick leave.

5.12.2 CATASTROPHIC LEAVE COMMITTEE MANAGEMENT OF THE CATASTROPHIC LEAVE RESERVE

5.12.2.1 A joint Association-District committee comprised of two (2) SRTA representatives appointed by the SRTA president, and one (1) District Administrator shall be established by September 1st of each school year.

5.12.2.2 The Catastrophic Leave Committee will determine and certify that the member is eligible for catastrophic leave according to the identified criteria and must determine and certify that the member is eligible for catastrophic leave because he/she is unable to work due to personal or family catastrophic illness, and only after adequate proof of illness has been provided to the satisfaction of the Joint Committee.

- 5.12.2.3 Catastrophic leave initial request for approval is limited to 20 days maximum per member in any given school year. The employee is limited to one renewal request in that school year, with a total number of days not to exceed 30 days per year for all catastrophic leave. This additional request is considered on a case by case basis and requires unanimous approval of the committee. The employee may reapply for any catastrophic leave the following year.
- 5.12.2.4 The District and the Association shall instruct their appointees to the Joint Committee to maintain confidentiality regarding utilization of the sick leave credits contemplated herein.
- 5.12.2.5 The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article 12 – Interest Based Grievance Procedure of this Agreement.
- 5.12.2.6 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the committee is under no obligation to provide days and the District is under no obligation to pay the applicant any funds whatsoever.
- 5.12.2.7 The committee shall notify applicants of approval or denial within 10 working days of receipt of all requested documentation.
- 5.12.2.8 By September 1st of each school year, the District will notify the committee of the following:
1. The names of the participating members
 2. The total number of days available in the Bank
- 5.12.2.9 By November 15th of each school year, the committee will notify the District of the following:
1. The names of the participating members
 2. The total number of days available in the Bank
 3. The total number of days awarded and to whom they were awarded in the prior school year

5.12.3 DONATION OF CATASTROPHIC LEAVE CREDIT

- 5.12.3.1 Donated Catastrophic Leave credits may be used only for the remainder of the school year in which sick leave is exhausted.
- 5.12.3.2 Members who elect to donate sick leave credits and who have one (1) to 49 days of accumulated sick leave may donate no more than one (1) day in any school year. Members who elect to donate sick leave credits and who have 50 or more accumulated sick leave days may donate no more than two (2) days in any given school year.
- 5.12.3.3 The annual period for donating sick leave credits shall be July 1 through October 31 of each school year. If the joint committee determines that the number of days in the sick leave bank is insufficient, it may solicit additional donations.

5.12.3.4 If 300 or more sick leave credits already exist in the sick leave bank then no donations shall be requested of participating members. Those members joining the Catastrophic Leave Bank for the first time and those returning from leave who have not previously donated will be required to contribute 1 day to the Bank to become members.

5.12.3.5 No member may utilize any Catastrophic Sick Leave benefit unless he/she has previously donated sick leave credit to the Reserve, and there shall be a 45 calendar day waiting period between a member's donation of sick leave credit(s), and his/her utilization of Catastrophic Leave Credits.

5.12.4 ELIGIBILITY FOR USE OF DAYS FROM THE CATASTROPHIC LEAVE RESERVE/USE OF CATASTROPHIC LEAVE

5.12.4.1 The bargaining unit member and/or the administrator who is applying for catastrophic leave will complete the Catastrophic Leave Request form and return it to the Human Resources office along with all required verification letters. All procedures for requesting Catastrophic Leave and for donating sick leave credits shall be established by the Joint Committee.

5.12.4.2 The applicant must establish that he/she is unable to work due to the incapacitating nature of his/her personal or family catastrophic illness, and provide adequate proof to the satisfaction of the committee. The applicant's or family member's physician must certify catastrophic leave.

5.12.4.3 Any member who receives paid Catastrophic Leave for personal illness under this article shall first use all current and accrued fully paid leave credits that he or she has accrued prior to receiving paid Catastrophic Leave.

5.12.4.4 Employees approved as a primary caregiver shall first use all 10 days of annual sick leave accrual. If approved for Catastrophic Leave, all 10 accrued days may be used for personal necessity for this purpose.

5.12.4.5 Transfer of eligible leave credits is irrevocable, and credits are to be utilized in not less than full-day increments.

5.12.4.6 The receipt of a donated sick leave credit through Catastrophic Leave as defined here, when combined with other District income, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of Catastrophic Leave.

5.12.4.7 The Catastrophic Leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contribution for the duration of said leave.

5.13 PART – TIME EMPLOYMENT LEAVE PRIOR TO RETIREMENT

5.13.1 Bargaining unit members who meet the following requirements may, by written request, reduce their workload from full-time to not less than half-time duties subject to approval of the Board of Education. The employee must notify the Superintendent, in writing, by February 15 of the year prior to which the leave is being requested.

5.13.2 CRITERIA FOR ADMISSION

5.13.2.1 The bargaining unit member must have reached the age of 55 prior to reduction to workload.

5.13.2.2 The bargaining unit member must have been employed full-time in a position requiring certification for at least 10 years in San Rafael of which the immediately preceding five (5) years were full-time employment.

5.13.3 METHOD OF REQUESTING

5.13.3.1 The option of half-time employment shall be exercised initially by the bargaining unit member and can be revoked only with the mutual consent of the employer and member.

5.13.4 SALARY AND BENEFITS

5.13.4.1 The bargaining unit member shall be paid in twelve (12) equal installments, a prorated or scheduled salary based on the percent of time served. During the period of part-time employment, the bargaining unit member retains all insurance benefits to which entitled if employed full time. This option is limited in the San Rafael Schools to certificated employees holding positions with salaries equivalent to or less than a school principal.

5.13.5 STRS CONTRIBUTION

5.13.5.1 During the period of this agreement between the bargaining unit member and the employer, both shall make contributions to the State Teacher's Retirement System in the same manner as though the member were serving in paid for full-time service. The maximum years of part-time employment under this program shall be five (5) years.

ARTICLE VI

JOB SHARE

6.1 JOB SHARE PROGRAM

- 6.1.1 The District will provide a Job Share Program for permanent certificated employees who request a partial leave of absence in order to share a position, which would otherwise be one full-time position.
- 6.1.2 The District may approve job sharing assignments between permanent or probationary teachers, who have mutually agreed to work together, or between a permanent or probationary teacher and a temporary teacher who meets the District determined qualifications.
- 6.1.3 Article 5, Section 11.1 shall not apply to job share leaves.

6.2 PARTICIPATION LIMITS

- 6.2.1 Participation is limited to one (1) pair per each ten (10) teachers, or major fraction thereof, assigned to a given building or program. Individuals assigned to part-time positions to fill a specific District need shall not be counted in this limitation. Teacher(s) may apply to job share only at schools where the Site Leadership Team has approved the job-share concept for that school.

6.3 RETURN FROM PARTIAL LEAVE TO FULL-TIME EMPLOYMENT

- 6.3.1 Full-time bargaining unit members who accepted a job sharing assignment under the terms of this article have the right to return to full-time status. Written notification of intent to return to full-time status must be submitted to the Human Resources Department by February 15th on the Notice of Intent form.
- 6.3.2 Bargaining unit members returning from partial leave/job share shall be afforded all rights provided under Article IV, Assignment and Transfer Procedure.
- 6.3.3 The District will grant requests for return to full-time status to fill any position for which the job sharer is qualified before hiring from outside the District.

6.4 PAY AND FRINGE BENEFITS

- 6.4.1 Participants shall be paid a pro-rated amount of the current compensation agreement including fringe benefits, subject to the conditions of the District's benefits programs. If the individual desires to do so, the individual may pay the additional amount needed to keep all current insurance programs in effect.

6.5 STATE TEACHERS' RETIREMENT SYSTEM CONTRIBUTION/RETIREMENT CREDIT

- 6.5.1 Participants shall contribute to the State Teachers' Retirement System and will receive proportional credit towards retirement.

6.6 STEP ADVANCEMENT

- 6.6.1 Participants serving at least 75% of the normal working hours during the school year will advance one annual step on the salary schedule, while those working less than 75% of the normal working hours will advance one annual step on the salary schedule after completing two consecutive years of job sharing.

6.7 PRORATED SICK LEAVE

- 6.7.1 Participants will be credited with prorated sick leave and be eligible for all other leave benefits.

6.8 PROPOSAL TIMELINE AND PROCEDURE

- 6.8.1 Individuals interested in entering or continuing in the job-sharing program shall indicate this on the Notice of Intent form, which shall be submitted to the Administrator of Human Resources by February 15th. The form shall be accompanied by a preliminary proposal, which includes work schedule and assignment.
- 6.8.2 New and continuing job share proposals shall be handled in the same manner.
- 6.8.3 Applicants will make every effort to find their own partner with whom they wish to share their assignment. If both partners are not identified in the Notice of Intent form, and if the proposal is provisionally approved, (see below) the District will post the job share opportunity internally and externally for two weeks following provisional approval. Qualified candidates shall be interviewed prior to April 1st. If no qualified candidate is selected by April 1st, the provisional approval will be rescinded.
- 6.8.4 Once a partner has been identified, applicants must submit by April 1st, a written proposal for job sharing to the Administrator of Human Resources, listing proposed work schedule, assignment, duties, and advantages to the instructional program.

6.9 REVIEW AND APPROVAL OF PROPOSALS

- 6.9.1 An administrative committee shall review all job share proposals, using the criteria described below, and make recommendation to the Superintendent regarding each proposal.
- 6.9.2 Acceptance of employees in the job-sharing program shall be at the discretion of the Superintendent.
- 6.9.3 Proposals will be evaluated based on the following criteria:
- Provision for maintaining quality and continuity of instructional program
 - Requirements of District program
 - Needs of specific school program
 - Provision for communication with parents
 - Provision for communication with other staff members
 - Provisions for job sharers to plan and implement as a team

- 6.9.4 If the request is for a job share between two permanent or probationary unit members, the District will notify them of the approval or denial of the request by April 15th.
- 6.9.5 If the request is from a permanent or probationary unit member seeking a job share partner, the preliminary proposal may be provisionally approved contingent upon the selection of a qualified candidate. Then, if a qualified candidate is selected, the District will notify the partners of final approval by April 15th.
- 6.9.6 If a proposal is denied, unit members may request a written explanation for the denial.

6.10 EVALUATION OF JOB SHARE PARTNERS

- 6.10.1 Individuals working in the program will be evaluated in a like manner as other certificated unit members.

6.11 RESPONSIBILITIES FOR BOTH SHORT AND LONG-RANGE LESSON PLANS

- 6.11.1 Participants will be responsible for adequate planning with their partner for both short and long-range lesson plans.

6.12 ADJUNCT DUTIES AND MEETINGS

- 6.12.1 Participants in a job-share assignment will be required to perform a prorated share of Adjunct Duties (Section 3.8) and Required Attendance activities (Section 3.5).
- 6.12.2 Back to School Night and Open House will be attended by all job share participants.
- 6.12.3 Both job-share partners shall attend required staff development days during the school year, the teacher workdays that are scheduled before the start of the school year, and the first day of school for students. The District will compensate the job share partner for whom these are not scheduled work days at the hourly rate.

6.13 JOB SHARE PARTNER ILLNESS

- 6.13.1 If a job-share partner is out for an extended illness, the remaining partner will be encouraged to take over the full assignment and be paid accordingly. For short-term illness, participants will be encouraged to cover for each other when possible.

ARTICLE VII

SAFETY CONDITIONS OF EMPLOYMENT

7.1 SAFETY

- 7.1.1 The District shall provide safe working conditions for all bargaining unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and corrections of unsafe working conditions.
- 7.1.2 Both parties agree that the responsibility for safe working conditions is that of the Board of Education and responsibility for the maintenance of safe procedures and practices is that of the employee.
- 7.1.3 Locked storage to provide security for bargaining unit members' portable personal possessions shall be provided at each study station.
- 7.1.4 A written description of the rights and duties of the bargaining unit members with respect to student discipline including the use of corporal punishment and the rights of suspended students, shall be presented to and discussed with each bargaining unit member prior to the first student day of each school year.

7.2 CERTIFICATION OF FREEDOM FROM TUBERCULOSIS

- 7.2.1 Bargaining unit members shall provide certification of freedom from tuberculosis either through a skin test or x-ray once in each four-year period unless recommended more often by a local health official. Human Resources will notify employee when his/her tuberculosis test is due. Failure to provide this certification when required is a violation of state law. Salary warrants will be withheld in cases of non-compliance. Examinations, when provided by an agency or physician selected by the District, shall be paid for by the Board.

ARTICLE VIII

CLASS SIZE

8.1 STAFFING RATIO

- 8.1.1 The staffing ratio at TK-5 shall be 25:1 for those classes not included in state-reimbursed Class Size Reduction (CSR). Classes reimbursed by CSR funds shall not operate above the state prescribed ratio (currently 20:1).
- 8.1.2 No TK-5 class shall exceed 28 students.
- 8.1.3 Staffing Ratio for Opportunity Programs (6-8 grades) will be 20:1.
- 8.1.4 Calculations of class size ratios shall not include Special Day Class students. Special Day Class sizes will be consistent with SELPA policies on class size as agreed upon by the SELPA Advisory Steering Committee.
- 8.1.5 Students eligible for Mainstreaming are those with Special Day Class (SDC) or Full Inclusion (FI) designations. To help meet the needs of Mainstreaming SDC or FI students, the District will count such students in the ratios below:

8.2 MAINSTREAMING RATIO

- 8.2.1 TK-5: An FI child by definition is a 1.0 FTE student. FI children count as 2.0 FTE for staffing purposes. An SDC child assigned 50% or more time to a class counts as one student; any combination of students that equals 75% of a day counts as one student.
- 8.2.2 A cap of 22.5 mainstreamed children (FTE) in any combination will exist for all CSR classes, unless the State determines mainstreamed SDC children will be counted inside the 20:1 ratio. A cap of 28 FTE will exist for non-CSR classes, utilizing these ratios.
 - 8.2.2.1 EXAMPLE: CSR class projected to have an FI Child and three SDC students, whose cumulative time in the class is 80%. What can the composition be of the rest of the class? Eighteen regular education students plus one FI @ 2FTE equals 20; the three SDC students keep the maximum under 22.5.

8.3 GRADES 6-8

- 8.3.1 The San Rafael Elementary School District shall determine the overall District teacher-student ratio for grades six, seven and eight by taking the total number of students at these grade levels and dividing by 23. This teacher allocation shall support all classes provided to students at these grade levels including extra period classes. Calculations of the class size ratios shall not include Special Day Class students. It shall be the intent of the schools and the District to establish the smallest class sizes in the academic core subjects.
- 8.3.2 As necessary, start of year adjustments to staffing shall be made following the ninth day of the school year. In the event that the District is unable to

implement the sixth, seventh and eighth grade allocation formula as defined above, the district shall meet and confer with the site administrator(s) and the Association to develop a temporary remedy until such time that the staffing allocation formula can be met.

- 8.3.3 Changes in the number of periods taught per day at a school teaching grades 6-8 must be made by the consensus of teachers and administration at the site and approved by the Board. "Consensus" is defined as the ability of the majority of the participants to live with the decision.

ARTICLE IX

PROCEDURE FOR EVALUATING BARGAINING UNIT MEMBERS

9.1 GENERAL PROVISIONS FOR ALL BARGAINING UNIT MEMBERS

- 9.1.1 Evaluation and assessment shall apply to all certificated personnel included in the bargaining unit. Non-classroom unit members shall be evaluated based on the job description, including but not limited to nurse, psychologist, counselor and teacher on special assignment.
- 9.1.2 Evaluation and assessment of the competence of certificated personnel under this program shall include, but shall not be limited to teacher evaluation criteria (See Section 9.6).
- 9.1.3 Informal observations by the evaluator may take place at any time.
- 9.1.4 Other administrators may participate in the observation process based on requests by evaluator and evaluatee.
- 9.1.5 Unanticipated circumstances which may affect the evaluation shall immediately be brought to the attention of the evaluator in writing.
- 9.1.6 The legal responsibilities and final decisions regarding hiring and dismissal rest with the Board of Trustees, through the Superintendent and the appropriate administrator at each school. The execution of this responsibility and the basis for these final decisions shall in great part be determined by the results of the evaluations.

9.2 PERMANENT BARGAINING UNIT MEMBER EVALUATION PROCESS

- 9.2.1 Evaluator schedules the Goal Setting Conference, Pre-Observation, the Observation, and the Post-Observation Conferences
- 9.2.2 Goal Settling Conference
 - 9.2.2.1 Teacher chooses one domain (see Section 9.6) on which to focus. Evaluator reiterates that while they have chosen one domain on which to focus, the teacher is responsible for meeting the criteria of all six domains.
 - 9.2.2.2 Teacher determines five goals from the chosen domain collaboratively with his/her evaluator.
- 9.2.3 Pre-Observation Conference
 - 9.2.3.1 Teacher completes lesson plan form in advance of the Pre-Observation Conference.
 - 9.2.3.2 Teacher discusses the domain with his/her evaluator using the standards' document with sub-categories and indicators as a guide. Examples can be written down in the comments section.

9.2.3.3 Teacher and evaluator review teacher's lesson plan and review questions on Pre-Observation Conference Form.

9.2.4 Formal Observation

Evaluator writes a narrative of observation. Evaluator notes commendations and recommendations/requirements for change.

9.2.5 Post-Observation Conference

Evaluator meets with bargaining unit member. Bargaining unit member and evaluator review the evaluator's narrative and correct inaccuracies, if any. Bargaining unit member shares what he/she thought went well and what he/she would do differently. Evaluator shares his/her commendations and recommendations/requirements for change with the bargaining unit member.

9.2.6 Summative Evaluation and Conference

Evaluator uses the summative Evaluation Form. Evaluator writes comments directly on the form and uses additional sheets for comments only if necessary. (Complete the report and sign)

9.3 TIMELINE FOR ALL PERMANENT BARGAINING UNIT MEMBERS

9.3.1 Formal Observations shall occur prior to January 31 of the evaluation year (every other year). Bargaining unit members with permanent status who have been employed at least 10 years with the school district, who are highly qualified, as defined in 20 U.C.S. Sect 7801 (ESEA) and whose previous evaluations rated the employee as meeting or exceeding standards, may be evaluated every three, four or five years if the unit member and evaluator consent. Non-classroom unit members may/may not have formal observations.

9.3.2 Evaluation Timeline

9.3.2.1 By October 1: Principals distribute evaluation packets to bargaining unit members

9.3.2.2 By October 31: Goal setting is completed

9.3.2.3 November 1 – January 31: Formal Observation is completed including Pre- and Post-Observation Conferences

9.3.2.4 From Post-Observation to 30 days before the end of the school year: Should an employee receive a negative or a needs improvement interim rating, refer to Article 9.7.

9.3.2.5 30 days before the end of the school year: Summative Evaluation and Conference Completed

9.4 TEMPORARY/PROBATIONARY TEACHER EVALUATION PROCESS

- 9.4.1 General Provisions – Refer to Article 9.1
- 9.4.2 The evaluation process consists of six reports of formal observations and conferences, and frequent informal observations distributed over a two-year period. (See Timeline containing Target Domains, which follows in Section 9.5)
- 9.4.3 Each of these observations has a primary focus on the domains (Section 9.6) from the Evaluation Criteria. The target domain then becomes the guide for discussion and observation. Each observation and conference, however, may also address standards from any of the other domains.
- 9.4.4 A teacher's performance for each standard within a domain has been described by two to ten indicators. These indicators describe specific knowledge, abilities, or skills that teachers need to demonstrate in order to satisfy the standard.
- 9.4.5 In order to receive a "meets the standards" for each standard within a domain, a teacher must demonstrate satisfactory performance on all indicators of that standard.
- 9.4.6 An evaluator may conduct one or more informal walk-through observations in which an unscheduled short visitation might occur.
- 9.4.7 Although teachers focus on one domain at a time, they are responsible for all six domains.
- 9.4.8 Each of the six observations shall consist of the following steps:
- 9.4.8.1 Evaluator schedules the Pre-Observation Conference, the observation, and the Post-Observation Conference
- 9.4.8.2 Preparation for the Pre-Observation Conference
- 9.4.8.2.1 For observations focused on Domains 1, 2, 3, 4 and 5, a teacher will prepare two documents for the pre-observation conference.
- A completed lesson plan for the lesson to be observed, using the lesson plan model from evaluation packet, or a modification of that format; and
- A narrative statement explaining how the lesson to be observed relates directly to each of the standards within that domain. For example, "To accomplish Standard...."
- 9.4.8.2.2 For the conference focused on Domain 6, a teacher will prepare two documents.
- A complete list of professional development activities; and

A narrative statement explaining how the teacher addressed each of the indicators under Standards 1 – 4 of Domain 6.

9.4.8.3 Pre-Observation Conference

The Pre-Observation conference is a discussion of the documents prepared for this conference. It is also an opportunity to discuss those indicators from the target domain that are to be discussed rather than observed.

9.4.8.4 Observation

The Evaluator observes all or most of a lesson

9.4.8.5 Post-Observation Conference

The Evaluator will share his/her observation notes and discuss domain standards.

The Evaluator may use this opportunity to discuss any other domains.

9.4.8.6 Completion of the Report

All domains receive a progress score or comments in addition to the focus domain.

The Evaluator and teacher sign the cover page.

9.5 TIMELINES FOR TEMPORARY & PROBATIONARY BARGAINING UNIT MEMBERS

9.5.1 First Day – September 30: Evaluator meets with temporary and probationary bargaining unit members to discuss evaluation process and timelines.

9.5.2 Timeline of Accomplishment for Classroom Teachers Only

9.5.2.1	November, Year 1	Domain 1
9.5.2.2	February, Year 1	Domain 2
9.5.2.3	April, Year 1	Domain 3
9.5.2.4	October, Year 2	Domain 4
9.5.2.5	December Year 2	Domain 5
9.5.2.6	January, Year 2	Domain 6

9.6 TEACHER EVALUATION CRITERIA

9.6.1 Teacher Evaluation Criteria

9.6.1.1 Domain 1 – Creating and Maintaining Effective Environments for Student Learning

1. Creating a physical environment that engages all students
2. Establishing a climate that promotes fairness and respect
3. Promoting social development and group responsibility
4. Establishing and maintaining standards for student behavior

5. Planning and implementing classroom procedures and routines that support student learning
6. Using instructional time effectively
7. Maintaining professional standards

9.6.1.2 **Domain 2** – Engaging and Supporting All Students in Learning

1. Connecting students' prior knowledge, life experience, and interests with learning goals
2. Using a variety of instructional strategies and resources to respond to students' diverse needs
3. Facilitating learning experiences that promote autonomy, interaction, and choice
4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful
5. Promoting self-directed, reflective learning for all students
6. Maintaining professional standards

9.6.1.3 **Domain 3** – Understanding and Organizing Subject Matter for Student Learning

1. Demonstrating knowledge of subject-matter content and student development
2. Organizing curriculum to support student understanding of subject matter
3. Interrelating ideas and information within and across subject matter areas
4. Developing student understanding through instructional strategies that are appropriate to the subject matter
5. Using materials, resources, and technologies to make subject matter accessible to students
6. Maintaining professional standards

9.6.1.4 **Domain 4** - Planning Instruction and Designing Learning Experiences for All Students

1. Drawing on and valuing students' background, interests, and developmental learning needs
2. Establishing and articulating goals for student learning
3. Developing and sequencing instructional activities and materials for student learning
4. Designing short-term and long-term plans to foster student learning
5. Modifying instructional plans to adjust for student needs
6. Maintaining professional standards

9.6.1.5 **Domain 5** – Assessing Student Learning

1. Establishing and communicating learning goals for all students
2. Collecting and using multiple sources of information to assess student learning
3. Involving and guiding all students in assessing their own learning

4. Using the results of assessments to guide instruction
5. Communicating with students, families, and other audiences about student progress
6. Maintaining professional standards

9.6.1.6 Domain 6 – Developing as a Professional Educator

1. Reflecting on teaching practice and planning professional development
2. Establishing professional goals and pursuing opportunities to grow professionally
3. Working with communities to improve professional practice
4. Working with families to improve professional practice
5. Working with colleagues to improve professional practice
6. Balancing professional responsibilities and maintaining motivation

9.7 NEGATIVE EVALUATION PROCEDURE/ASSISTANCE PLAN

9.7.1 Before a bargaining unit member can receive an interim rating of needs improvement, any deficiencies must have been noted at least once in an observation and discussed with the bargaining unit member in a post-observation conference.

9.7.1.1 The evaluator shall make specific recommendations, in writing, for improvement and provide assistance in implementing these recommendations. The evaluatee shall correct deficiencies and act to follow the recommendations provided. The recommendation may include providing the bargaining unit member with release time to observe model classroom environments or teacher performances. If remedial action eliminates the problem cited, a subsequent statement shall be developed by the evaluator noting the areas of correction or improvement. This narrative statement shall be placed in the bargaining unit member's personnel file or attached to the original statement of deficiency in the bargaining unit member's personnel file.

9.7.2 Before a bargaining unit member can receive a final summative rating of unsatisfactory on an evaluation, the employee must have received four (4) classroom observations followed by written observation summaries and conference with the evaluator. Non-classroom bargaining unit members would receive performance summaries and conferences with evaluator.

9.7.2.1 Both the evaluator and evaluatee shall take affirmative action to correct any deficiencies cited as a result of observations by participating in the PAR program.

9.7.3 Evaluators shall base their decisions and judgments on criteria that are uniformly applied to all employees within their jurisdiction. Single incidents may become a part of an unsatisfactory rating if they are a part of a continuing pattern of behavior, which is disruptive to the educational process or is detrimental to students' health and well-being as observed by the evaluator.

- 9.7.4 The evaluator shall not base his/her evaluation of a bargaining unit member on hearsay information but rely instead on observation of the member's performance together with data obtained through the normal evaluative process.
- 9.7.5 The Board of Education will not commence any adverse action against a bargaining unit member without observing due process (notice and opportunity to be heard). As provided for by law, this does not apply to the non-reemployment of probationary and temporary unit members.

ARTICLE X

PERSONNEL FILES

10.1 PERSONNEL FILES

- 10.1.1 Upon written authorization by the bargaining unit member, a representative of the member shall be permitted to examine and/or obtain copies of materials in the member's personnel file. The actual cost of requested copies shall be borne by the member.
- 10.1.2 The person or persons who draft and/or place material in a bargaining unit member's personnel file shall sign, date, deliver and discuss the material with the bargaining unit member. The member will have the opportunity to sign the statement indicating that he/she has read and understood the contents following which the material will be placed in the member's file.
- 10.1.3 A bargaining unit member shall be provided a copy of any material before it is placed in his/her personnel file. Negative evaluative statements or information of derogatory nature may be rebutted by the member by submitting a written statement within two (2) weeks of receiving a copy of the statement. The rebuttal shall be attached to the statement in the personnel file and a copy given to the originator of the appraisal.
- 10.1.4 A bargaining unit member shall have the right to review information of a derogatory nature during normal business hours and he/she shall be released from duty for a brief time for this purpose without salary deduction.
- 10.1.5 Access to personnel files shall be limited to the members of the District Administration on a need-to-know basis or in response to a lawful subpoena of which the bargaining unit member has been notified. The Board of Education members may request the review of a teacher's file at a personnel session with Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- 10.1.6 Written evaluative statements shall be kept in the bargaining unit member's personnel file at the District Office. Prior to a negative evaluation being filed in the Human Resources Department, the bargaining unit member shall be notified in person by the evaluator.

ARTICLE XI

ASSOCIATION RIGHTS & RESPONSIBILITIES

11.1 SCHOOL EQUIPMENT, BUILDING & FACILITY USE

- 11.1.1 Upon approval of the site administrator and District, the San Rafael Teachers Association and bargaining unit members may have the right to make use of school equipment, building, and facilities at times when these are normally accessible and when there is no conflict with the instructional or extra-curricular program. Any costs not connected to normal school activities will be borne by the member. Requests for facility use shall be processed in the normal manner.
- 11.1.2 The San Rafael Teachers Association shall have the right to post notices of activities and matters of association concern on an association bulletin board, at least one of which shall be provided in each school building in areas frequented by teachers. The San Rafael Teachers Association may use District mail service and teacher mailboxes for communications to teachers. An information copy of all material thus distributed shall be provided to the Principal or designee.
- 11.1.3 Duly authorized representatives of the association shall have the rights to transact organizational business on school property provided that such conduct does not interfere with scheduled usage of said building and does not adversely affect the instructional programs.

11.2 MEMBERSHIP DUES

- 11.2.1 The San Rafael Teachers Association will provide to the district up-to-date multiple copy lists for processing membership dues received through payroll deduction as required monthly.

ARTICLE XII

INTEREST-BASED GRIEVANCE RESOLUTION PROCEDURE

12.1 PURPOSE

- 12.1.1 To resolve grievances in an expeditious and effective manner

12.2 DESIRED OUTCOME

- 12.2.1 Swift resolution of grievances and maintenance of positive labor-management relationship

12.2.1.1 Steps

- Informal: Grievant/Immediate Supervisor
- Level I: Joint Resolution Team, Grievant and District utilize Interest-Based problem-solving process
- Level II: Superintendent
- Level III: Mediation

12.3 DEFINITIONS

- 12.3.1 An "Issue/Problem" is an allegation by a bargaining unit member that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, which is the subject for problem solving.
- 12.3.2 An "Interest" is the underlying motivation for what is wanted out of the problem solving.
- 12.3.3 An "Option" is a potential solution, which satisfies the interest.
- 12.3.4 The "Standards" are an agreed upon set of mutual interests which help to measure the options to a fair problem-solved resolution
- 12.3.5 Consensus is achieved when each group member can honestly say, "I believe I understand your point of view. I believe that you understand my point of view. Whether or not I prefer this solution, I support it because it was achieved openly and honestly and it is the best solution for us at this time."
- 12.3.6 A "grievance" is an unresolved allegation by a bargaining unit member or the Association (regarding articles which specifically pertain to the rights of the Association) that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 12.3.7 A "grievant" may be the Association or a bargaining unit member covered by the specific provisions of this Agreement.
- 12.3.8 A "day" is any day, which the central administration office of the employer is open for business.

- 12.3.9 The "Immediate Supervisor" is the lowest level administrator having jurisdiction over the grievant who has been designated by the District to resolve grievances.
- 12.3.10 The "Joint Resolution Team" shall include one (1) Association representative and one (1) management representative who have been trained and are competent in the Interest-Based problem-solving process. Their role is to facilitate the meeting(s) between the grievant and the immediate supervisor at Level I by developing the issue, interests, options, and standards through the Interest-Based problem-solving process, and to seek resolution of the grievance.

12.4 INFORMAL LEVEL

- 12.4.1 Before filing a formal written complaint, the grievant shall meet with his/her immediate supervisor for the purpose of clarifying the complaint and seeking resolution.
- 12.4.2 The grievant shall have thirty (30) days from when he/she knew of the occurrence of the act or omission, giving rise to the grievance to request an informal conference.
- 12.4.3 The immediate supervisor shall have three (3) workdays to schedule the informal conference.
- 12.4.4 The three (3) days shall commence upon the date following the date of request from the grievant.
- 12.4.5 The immediate supervisor shall have five (5) workdays from the date of the conference to render his/her written discussion regarding the grievance.
- 12.4.6 The informal level shall be concluded within a maximum of thirty-eight (38) days from the occurrence of the act or omission giving rise to the grievance.

12.5 FORMAL LEVEL

- 12.5.1 Level I: Immediate Supervisor
- 12.5.1.1 If the grievant is not satisfied with the decision at the informal level, he/she may present the grievance in writing, on the appropriate form, to the immediate supervisor and the Joint Resolution Team (JRT), within five (5) workdays of receiving the decision from the informal level.
- 12.5.1.2 The written form shall contain a clear, concise statement of grievance, the circumstances involved, and a copy of the option suggested at the informal conference.
- 12.5.1.3 The JRT shall review and clarify the grievance with the grievant and immediate supervisor and seek a resolution of the grievance utilizing the interest-based problem-solving process.

- The "Issue/Problem" shall be identified and clarified for the JRT by the facilitators.
- The JRT shall seek consensus on their common interests regarding underlying motivations for resolving the grievance.
- Options for resolving the Issue/problem consistent with the common interests of the JRT will be brainstormed and invented.
- Standards shall be selected by the JRT which would provide the objective criteria that can be used to measure a fair resolution of the Issue/Problem in dispute.

12.5.1.4 If consensus agreement cannot be achieved at Level I within five (5) workdays, the grievant may appeal to Level II within five (5) workdays from the fifth day at Level I, providing the Association agrees that the grievance shall be submitted to mediation.

12.5.2 Level II: Superintendent

12.5.2.1 The superintendent, or his/her designee, shall review and clarify the grievance within thirty (30) days with the grievant, the immediate supervisor and the JRT in a conference.

12.5.2.2 The written statement of the grievance, the interests, the option, and the standards shall be reviewed and clarified at the Level II conference.

12.5.2.3 The Superintendent shall have five (5) workdays from the date of the conference to suggest an option, in writing, to the grievant with a copy to each participant.

12.5.2.4 If the grievant is not satisfied with the Level II option, he/she may appeal within five (5) workdays, in writing to the Association, requesting submission of the grievance to Level III.

12.5.3 Level III: Mediation

12.5.3.1 The District shall provide a written response to the formal written complaint.

12.5.3.2 The Association and the District shall, by mutual agreement, select a mediator. If no agreement can be reached within five (5) workdays of the above request for mediation of the Association, the parties shall request the California State Mediation & Conciliation Service to supply a list of five (5) names of mediators. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by a lot.

- The mediator shall conduct a hearing regarding the issue/problem in accordance with the rules of the American Arbitration Association and shall reach findings of fact and a decision as to whether the grievant has been adversely affected

by a violation, misinterpretation, or misapplication of a specific provision of the Collective Bargaining Agreement.

- The decision of the mediator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in brief. The mediator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.
- The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the mediator in the same manner as any other contract under the laws of the State of California. The mediator shall, therefore, not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.
- The award shall be final and binding, subject to established right of judicial review.
- If any question arises regarding the arbitrability of a grievance, the mediator shall make a determination of this issue prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.
- The mediator shall have no power to add to, subtract from or modify the terms of this Agreement, nor shall the mediator be empowered to render a decision on issue(s) not before the mediator, nor on facts not supported by finding.
- The fees and expenses of the mediator shall be borne by the non-prevailing party. If transcripts are requested by only one party, that party shall incur the expense. All other expenses shall be borne by the party incurring them. If either or both parties request transcripts, a copy shall be provided for the mediator.

12.6 GENERAL PROVISIONS

- 12.6.1 The grievant must be present at all stages of the processing of the grievance. However, the grievant may be represented by the Association at all levels of the grievance process.
- 12.6.2 A decision rendered at any step in the procedures becomes final unless appealed within the time limits specified.
- 12.6.3 Time limits given in these procedures may be modified by written agreement of the parties involved.

- 12.6.4 If the same grievance or substantially the same grievance is made by more than one bargaining unit member against one party, only one bargaining unit member on behalf of himself/herself and the other grievants may process the grievance through the grievance resolution procedure. Names of all parties in grievance shall appear on all documents related to the processing of the grievance.
- 12.6.5 An bargaining unit member may present grievances in accordance with this Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the Association has been provided a copy of the proposed solutions and has been given an opportunity to file a response.
- 12.6.6 Until final disposition of the grievance, the bargaining unit member shall conform to the District's interpretation of the grieved matter.
- 12.6.7 All documents resulting from the processing of a grievance shall be kept in a separate grievance resolution file and shall not be kept in an bargaining unit member's personnel file.

ARTICLE XIII

COMPLAINTS

13.1 COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

- 13.1.1 The Governing Board places trust in its employees and desires to support their actions in such manner that employees are freed from unwarranted, spiteful, or negative criticism and complaints.
- 13.1.2 Complaints against bargaining unit members registered by citizens of the community shall be processed in a professional and respectful manner and shall follow the proper complaint procedure. Every attempt shall be made to define clearly to all persons involved the areas of concern or disagreement. The rights and responsibilities of all persons involved shall be protected.

13.2 INFORMAL RESOLUTION

- 13.2.1 Complaints are encouraged to attempt to orally resolve concerns with the bargaining unit member personally. Therefore, complaints concerning school bargaining unit members should be made directly by the complainant to the person against whom the complaint is lodged.

13.3 WRITTEN COMPLAINT – IMMEDIATE SUPERVISOR

- 13.3.1 A written complaint must include the name of each bargaining unit member involved, a brief but specific summary of the complaint, a desired resolution, and that a prior attempt to resolve the complaint informally with the employee involved was unsuccessful.
- 13.3.2 The written complaint should be submitted to the complainant's immediate supervisor. The principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved. If the complaint is resolved, the principal or immediate supervisor will so advise all concerned parties including the Superintendent or designee. The principal or immediate supervisor may prepare a written report summarizing the complaint and resolution.

13.4 SUPERINTENDENT OR DESIGNEE

- 13.4.1 If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal or immediate supervisor shall refer the written complaint, together with a report and analysis of the situation, to the Superintendent or designee. Complainants should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent may refer the complaint to the Governing Board.

13.5 GOVERNING BOARD

- 13.5.1 No party to a complaint may address the Board, either in closed or open session, unless the Board has received the Superintendent or designee's written report concerning the complaint. The Superintendent or designee's report shall contain, but not be limited to:
 - 13.5.1.1 The name of each employee involved.
 - 13.5.1.2 A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Governing Board and the bargaining unit member(s) as to the precise nature of the complaint and to allow the bargaining unit member(s) to prepare a defense.
 - 13.5.1.3 A copy of the signed original complaint.
 - 13.5.1.4 A summary of the action taken by the Superintendent or designee with his/her specific finding that disposition of the case at the Superintendent's level has not been possible, and the reasons why.
- 13.5.2 All parties to complaint, including the school administration, may be asked to attend a Board meeting or part of such meeting to explain and clarify the issue.
- 13.5.3 Complaints concerning an bargaining unit member shall be addressed in closed session and the rights to confidentiality of any other involved party will not be violated. (cf. 9321 – Closed Session).
- 13.5.4 The decision of the Board shall be final.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 14.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of California and the United States. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Education, the adoption of policies, rules regulations, practices, and the use of judgment and discretion shall be limited only by the specific and express terms of the agreement and then only to the extent such specific and expressed terms are in conformance with the constitution and laws of the United States. These rights include but are not limited to:
- 14.1.1 Manage and administer the District and its properties and facilities and activities of its employees.
 - 14.1.2 Direct the work of bargaining unit members, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.
 - 14.1.3 Hire all bargaining unit members and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion, and to promote, assign, and transfer all such employees.
 - 14.1.4 Establish educational policies, goals, and objectives to insure rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required in order to maintain the efficiency of district operation; and
 - 14.1.5 Build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and take action on any matter in the event of an emergency.

ARTICLE XV

NEGOTIATION PROCEDURE & TERM

During the life of the contract, should either party have questions or interpretations surrounding wages, hours, or conditions of work not subject to the Interest-Based Grievance Resolution, they may request a joint review or re-negotiation of the section(s) of the agreement. Such a request will trigger an informal review by the parties at an initial stage, which may result in a formal, collaborative negotiations second stage if the issue so requires.

15.1 LIVING CONTRACT PROCESS

- 15.1.1 At the informal level, one Board member and two District Administration members will meet with a like number for the Association. If the area(s) can be resolved by informal discussion without joint notification by Association and Board as may be required by law, the issue(s) will be considered resolved.
- 15.1.2 If more formal discussion or contract language modification is required, the formal negotiation process will be re-engaged with full and active participation by both parties.
- 15.1.3 It is the intent of the parties to maintain an open and productive collaboration on all contractual items. This section is reflective of this commitment by both parties to genuinely open channels of communication.

15.2 NEGOTIATION PROCEDURE

- 15.2.1 Items on which agreement is reached between the parties shall be reduced to writing and signed by both parties indicating tentative agreement pending ratification of the total agreement.
- 15.2.2 Negotiations shall take place at mutually agreeable times and places.
- 15.2.3 One hundred-twenty (120) hours per team member of release time shall be provided to meeting and negotiating if negotiations are held during the duty schedule of the school year.
- 15.2.4 Public information compiled or stored by the public school employer and required by the bargaining unit member negotiating team to conduct negotiations, shall be furnished by the employer when requested by the negotiating team.
- 15.2.5 Release time, as described in this section, means time that would ordinarily be spent with students at the member's work location.

15.3 CONCERTED ACTIVITIES

- 15.3.1 The members of the bargaining unit will not engage in or declare a strike, work stoppage or slow down, or refuse or fail to fulfill and faithfully perform job functions and responsibilities during the term of this agreement.

15.4 SAVINGS PROVISION

- 15.4.1** If any provision of this Agreement is held to be contrary to law by new legislation, by a court of competent jurisdiction, or by a governmental administrative agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

15.5 TERM

- 15.5.1** The term of this agreement is July 1, 2014 – June 30, 2017. Reopeners for the second and third year of this agreement are salary, benefits and two additional articles for each party.
- 15.5.2** Bargaining unit members' agreement shall remain in full force and effect up to and including June 30, 2017.

ARTICLE XVI

BEGINNING TEACHER INDUCTION PROGRAM

This article applies to the two year induction program for beginning teachers that is currently being administered by MCOE. The Superintendent shall designate a program coordinator to oversee the Induction Selection Committee and assign each beginning teacher to a support provider.

16.1 INDUCTION SUPPORT PROVIDER SELECTION, COMPENSATION, AND RESPONSIBILITIES

- 16.1.1 Selection: The Induction Selection Committee shall select Support Providers. This committee shall consist of five (5) members, two of whom will be selected by the District, and three of whom shall be certificated teachers selected by the San Rafael Teachers Association. One of the teacher representatives shall teach grades TK-2, one shall teach in grades 3-5 and one shall teach in grades 6-8. Of the District representatives, one must be a principal, and one must be a District Office Administrator. This may be the PAR panel.
- 16.1.2 Support providers shall have the following minimum qualifications:
 - 16.1.2.1 A permanent credentialed teacher or a retired permanent credentialed teacher with at least five years' recent classroom experience.
 - 16.1.2.2 Demonstrated exemplary teaching ability, as indicated by, amount other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different context.
- 16.1.3 District teachers may apply for a Support provider position by way of application. Notice of an opening based upon the expiration for the term of another Support Provider shall be posted at each school site no later than thirty (30) calendar days need for additional or replacement Support Providers and the Induction Coordinator determines that further applications are desired, notice of an opening shall be posted as soon as practical.
- 16.1.4 In applying for the position of Support Provider, each applicant is required to submit two references from individuals with specific knowledge of his or her expertise, as follows:
 - 16.1.4.1 A reference from immediate supervisor, or if not available, another building principal
 - 16.1.4.2 A recent reference from a District classroom teacher at a site where the candidate has worked
 - 16.1.4.3 All applications and reference shall be treated with confidentiality

- 16.1.5 Support providers shall be selected by an affirmative vote of a majority of members of the Induction Selection Committee following a panel interview.
- 16.1.6 Compensation and Term Limit: A support Provider shall be provided release time as needed. Support Providers shall be compensated at the rate of \$2000 per Beginning Teacher.
- 16.1.7 Responsibilities: Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions. The Support Providers shall continue to have all rights of the bargaining unit members.
- 16.1.7.1 Support Providers shall have the responsibility for no more than two (2) Beginning Teachers at a time, unless otherwise mutually agreed upon by the Support Provider and the program coordinator.
- 16.1.7.2 A Support Provider provides assistance to a Beginning Teacher in improving instructional performance. This assistance will typically include an Induction Program focusing on:
- Setting and discussing performance goals with the Beginning Teacher
 - Multiple observations of the Beginning Teacher during periods of classroom instruction
 - Demonstrating good practice to the Beginning Teacher
 - Using school district resources to assist the Beginning Teacher
 - Monitoring the progress of the Beginning Teacher and maintaining a written record
 - Opportunities for the Beginning Teacher to observe exemplary practice either by the Support Provider or the other exemplary teachers
- 16.1.8 Induction Program and Teaching Evaluation: The Induction Program is not a substitute for the contractual evaluation procedure in Article IX of this agreement.
- 16.1.9 Teaching Performance Assessment: The Beginning Teacher's participation records, including but not limited to notifications, timelines, program participation, feedback about levels of participation, special assistance, etc., shall remain in the property of the Beginning Teacher and the Support Provider and shall not be placed in the Beginning Teacher's personnel file. These records shall not be confidential and shall not be shared with the Beginning Teacher's immediate supervisor or District Administration.
- 16.1.10 Induction Support Provider Professional Development: Induction Support Providers will be granted release time for professional development, to develop and refine their skills, and to problem solve, assess and reflect on teaching, with the agreement and prior written approval of the Superintendent or designee.

ARTICLE XVII

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

17.1 INTRODUCTION/PURPOSE OF THE AGREEMENT

- 17.1.1 The parties desire to establish and maintain a program, pursuant to Education Code section 44500 et seq., to provide assistance to permanent teachers employed by the District, who are in need of assistance in subject matter knowledge or instructional methodology. This program shall hereinafter be entitled Peer Assistance and Review program (sometimes referred to as PAR, of the Program).

17.2 PAR PANEL COMPOSITION AND SELECTION

- 17.2.1 The Peer Assistance and Review Program will be administered jointly by the PAR Coordinator and the PAR Panel, which shall consist of five (5) members, two of whom will be selected by the District, and three of whom shall be certificated teachers selected by the San Rafael Teachers Association. One of the teacher representatives shall teach in grades TK-2, one shall teach in grades 3-5 and one shall teach in grades 6-8. Of the District representatives, one must be a Principal, and one must be a District Office Administrator. The Panel will be chaired in the first year by a Teacher representative and in the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.
- 17.2.2 Decisions shall be made by consensus when possible. Should a vote be required, action must be by majority vote. The PAR Coordinator is not considered to be a voting member and will not act as the PAR Panel Chair.

17.3 COMPENSATION AND TERM OF THE PAR PANEL

- 17.3.1 Teacher members of the PAR Panel shall receive release time when appropriate to perform their duties and a yearly stipend of \$300.00. The Panel shall meet at times and places as they shall determine. In no event shall the Panel meet less than once in a given school year.
- 17.3.2 The initial term of service for teacher Panel members shall be staggered as follows: one 1-year term(s), one 2-year term(s), and one 3-year term. District Panel members and all subsequent teacher members shall serve for three years. The District shall designate a secretary to provide secretarial and clerical support to the Panel.

17.4 PAR PANEL RESPONSIBILITIES

- 17.4.1 The PAR Panel shall be responsible for the following:
- 17.4.1.1 Adopting Rules and Procedures to effect the provisions of this Article, including the method for the selection of a Chairperson. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

- 17.4.1.2 Establishing a procedure for application and selection of a Support Provider pool for Referred and Voluntary Participating Teachers.
- 17.4.1.3 Determining the number of Support Providers in any school year, based upon participation in the PAR Program, the available budget, and other relevant consideration.
- 17.4.1.4 Reviewing the final report prepared by the Support Providers and making recommendations to the Governing Board regarding the Referred Participating Teachers' progress in the PAR Program. The recommendation to the Board shall be no later than March 15.
- 17.4.1.5 Annual evaluation of the PAR Program.
- 17.4.1.6 Any decisions about voluntary Program eligibility.

17.5 PAR COORDINATOR RESPONSIBILITIES

- 17.5.1 Providing annual training for incoming PAR Panel Members. The District and the Association will work together to provide for the initial training of the PAR Panel.
- 17.5.2 Coordinating training for Support Providers as needed and other such incidental duties as may be needed to carry out the functions enumerated above.
- 17.5.3 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Support Providers, and the site Principal.
- 17.5.4 Providing a list of the available Support Providers for referred and voluntary participating teachers.

17.6 PARTICIPATING TEACHERS

- 17.6.1 Referred Teacher Participant (RT):
 - 17.6.1.1 Teachers may be referred to the Peer Assistance Program by receiving an "unsatisfactory" rating on any one of the six domains dealing with teaching strategies and subject matter knowledge of the San Rafael City Schools Permanent Teacher Standards or by receiving two or more "needs to improve" in two consecutive semesters on the same document.
 - 17.6.1.2 All teachers referred to this Program shall not be eligible for transfer or reassignment while they remain in the PAR Program except at the discretion of the Superintendent. If a referred teacher requests a transfer, the receiving principal must be made aware that the teacher is a PAR participant and must continue to provide PAR support to the teacher.

- 17.6.1.3 A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event the teacher receives and “unsatisfactory” rating on any one of the six domains of the San Rafael City Schools Permanent Teacher Standards or receives two or more “needs to improve” in two consecutive semesters on the same document.
 - 17.6.1.4 A Referred Participating Teacher, with Panel approval, may select his or her Support Provider from the pool of available Support Providers.
 - 17.6.1.5 Upon agreement by the PAR Coordinator and PAR Panel, a different Support Provider may be selected to work with the Participating Teacher one time only during the process when requested to do so by the Referred Participating Teacher or the Support Provider
 - 17.6.1.6 The Referred Participating Teacher has the right to be represented throughout these procedures by the San Rafael Teacher Association (SRTA) representative of his or her choice.
- 17.6.2 Volunteer Teacher Participants (VT):
- 17.6.2.1 The permanent unit member who seeks to improve his/her teaching performance may request the PAR Panel to assign a Support Provider to provide peer assistance. The unit member shall also provide a letter from his/her principal supporting the request for voluntary participation. It is understood that the purpose of such participation is to provide peer assistance, and that the Support Providers will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.
 - 17.6.2.2 Unless requested by the VT, information obtained by the Support Provider while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
 - 17.6.2.3 All communication between the Support Provider and a Volunteer Participating Teacher shall be confidential, and, without the written consent of the Volunteer, shall not be shared with others, including the site Principal and the PAR Coordinator.
 - 17.6.2.4 Voluntary participation in the PAR Program is contingent upon availability of Support Providers and shall be limited to a period of six months. The Support Provider may provide up to 15 hours of support to the VT.

17.7 SUPPORT PROVIDERS

17.7.1 Selection, Compensation and Responsibilities.

17.7.1.1 Selection

- The PAR Panel shall appoint "Support Providers" who will assist participants in the Peer Assistance Program
- Support Providers shall have the following minimum qualifications
 - A. A permanent credentialed teacher or a retired permanent credentialed teacher with at least five years recent classroom experience.
 - B. Demonstrated exemplary teaching ability, as indicated by, among other things, effective e communication skills, subject6 matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

17.7.1.2 District teachers may apply for a Support Provider position by way of application. Notice of an opening based upon the expiration for the term of another Support Provider shall be posted at each school site no later than thirty (30) calendar days prior to the expiration of the term. However, when a vacancy is created due to the need for additional or replacement Support Providers and the PAR Panel determines that further applications are desired, notice of an opening shall be posted as soon as practical.

17.7.1.3 In applying for the position of Support Provider, each applicant is required to submit two references from individuals with specific knowledge of his or her expertise, as follows:

- A. A reference from immediate supervisor, or if not available, another building Principal.
- B. A recent reference from a District classroom teacher at a site where the candidate worked.
- C. All applications and references shall be treated with confidentiality.

17.7.1.4 Support Providers shall be selected by an affirmative vote of a majority of the members of the PAR Panel following a panel interview and classroom observation by at least one (1) member of the PAR Panel.

17.7.2 Compensation

17.7.2.1 A Support Provider shall be provided release time as needed. Support Providers shall be compensated at the current hourly rate. The term of the Support Providers shall be a minimum of two (2)

years, and a maximum of five (5) years. After the conclusion of a five (5) year term a teacher must reapply for the position.

- 17.7.2.1 Support Providers will be required to maintain a log documenting time spent with the Participating Teacher. The log will be reviewed by the PAR Panel prior to releasing funds to compensate the Support Provider.

17.7.3 Responsibilities

- 17.7.3.1 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Support Providers shall continue to have all rights of bargaining unit members.
- 17.7.3.2 Support Providers shall have the responsibility for no more than two (2) Participating Teachers at a time.
- 17.7.3.3 Each referred participating Teacher shall receive no less than one (1) hour of assistance per week from the Support Provider for a period of time determined by Panel review.
- 17.7.3.4 Support Provider provides assistance to Participating Teacher in improving instructional performance. This assistance will typically include:
- A. Setting and discussing performance goals with the Participating Teacher.
 - B. Assist Referred Teachers in developing an Assistance Plan consistent with the Principal's Plan for Improvement.
 - C. Observations of the Participating Teacher during periods of classroom instruction.
 - D. Meeting and cooperating with the Principal, when working with a Referred Teacher, and meeting and consulting with the participating teacher.
 - E. Demonstrating good practice to the Participating Teacher.
 - F. Using school district resources to assist the Participating Teacher.
 - G. Monitoring the progress of the Referred Teacher and maintaining a written record.
 - H. Making status reports to the PAR Panel for a Referred Teacher.
 - I. Opportunities for the Participating Teacher to observe exemplary practice either by the Support Provider or other exemplary teachers.

- 17.7.3.5 The parties understand that every possible subject matter competency may not be available within the corps of Support Providers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Support provider shall maintain prime responsibility for the Assistance Plan but may function more like a case carrier who assures the availability of appropriate resources.
- 17.7.3.6 Support Providers will be trained by the PAR Coordinator to both offer peer assistance and coaching and to understand the specific functions of the PAR Program. The PAR Coordinator will monitor and evaluate the effectiveness of the Support Providers and will make recommendations to the PAR Panel regarding their continuation in the Program. The PAR Coordinator and Superintendent's Designee may remove a Support Provider from the position at any time because of the specific needs of the PAR Program, and ineffective match between the Support Provider and the Participating Teacher, or other pertinent factors. Prior to the effective date of such removal, the PAR Coordinator and Superintendent's Designee will provide the Support Provider with a written statement of the reasons for the removal, and at the request of the Support Provider will meet him/her to discuss the reasons.

17.8 PROCESS FOR REFERRED TEACHERS

- 17.8.1 As soon as practicable after referral to the Program, the Referred Teacher will select, with Panel approval, a Support Provider from the approved list. The Support provider will then arrange a meeting, to be attended by the Support Provider, the Principal of the Referred Teacher, and the Referred Teacher. The PSR Coordinator will be involved as necessary. The employee's performance will be discussed as well as the Principal's recommendations and goals for improvement. The Principal defines the goals and the Support Provider and the Participating Teacher develop a written assistance plan to be approved by the Principal.
- 17.8.2 The Support Provider shall conduct a minimum of two (2) observations per month of the Referred Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 17.8.3 The Support Provider shall prepare a Written Record Form (WRF) in intervals of not less than thirty (30) school days based on the goals outlined in the assistance plan. The Written Record Form (WRF) will be reviewed by the PAR Coordinator and shared with the RT's Principal. The Support Provider shall meet with the PAR Coordinator on a regular basis to discuss the progress of the RT. The Written Record Form (WRF) shall be on forms developed and approved by the PAR Panel, PAR Coordinator, and Superintendent/Designee and shall at a minimum include evidence as to whether the RT is demonstrating satisfactory participation in the PAR Program.
- 17.8.4 The Support provider shall provide assistance to the RT for a minimum of six (6) months or a maximum of ten (10) months or until he or she and the RT

conclude that the progress of the RT is satisfactory, or that further assistance will not be productive. A copy of the Support Provider's WRF shall be submitted to and discussed with the RT to receive his or her input and signature before it is submitted to the PAR Panel. The RT's signing of the Written Record Form (WRF) does not necessarily mean agreement, but rather that he or she has received a copy of the Written Record Form (WRF). The Support Provider shall submit a final Written Record Form (WRF) to the PAR Panel, the Principal, and the PAR Coordinator. The RT shall have the right to submit a written respond within twenty (20) days, and have it attached to the final report. The RT shall also have the right to request a meeting with the PAR Panel, and to be represented at this meeting by the Association representative of his or her choice.

- 17.8.5 For teachers who have been referred to the Program, the PAR Panel shall prepare a Final Report by March 1, which will detail, among other things, the progress made by the RT in the PAR Program. All Written Record Forms (WRF) and the PAR Panel's Final Report shall be available to be placed in the Personnel File of the RT. The Referred Teacher shall have the right of reply to all Written Record Forms (WRF) as well as the PAR Panel's Final Report and said reply shall be appended to the Final Report. The Final Report may be used by the District in any personnel decisions or proceedings regarding the RT. The Final Report shall be forwarded to the Governing Board on or before March 15. Nothing herein shall be interpreted as limiting the authority of the Governing Board to institute any form of discipline, for example dismissal, of the RT at any time.
- 17.8.6 The PAR Program encourages a cooperative relationship between the Support Provider, Referred Teacher, and the Principal with respect to the process of peer assistance and review. Prior to working with a Participating Teacher, the Support Provider will meet with the Principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. Nothing in this article precludes the Principal or District from doing informal observation nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment to his/her professional obligations.

17.9 DUE PROCESS RIGHTS

- 17.9.1 The teacher shall be entitled to review all Written Record Forms generated by the Support Provider prior to their submission to the PAR Panel and to have affixed thereto his/her comments. To effectuate this right, the support provider shall provide the permanent teacher being reviewed with copies of such records at least five (5) working days prior to any such meeting.
- 17.9.2 The teacher shall have a right to be represented by SRTA in any meetings of the PAR Panel to which he/she is called and shall be given reasonable opportunity to present his/her point of view concerning any report being made.
- 17.9.3 The decision to refer a teacher for intervention through this Program shall not be subject to the interest-based resolution procedure.

- 17.9.4 The Participating Teacher shall have the right to present reasons why a specific Support Provider should be replaced and another Support Provider substituted and to have those reasons considered.
- 17.9.5 This Program in no manner diminishes the legal rights of bargaining unit members. A Referred Participating Teacher may select his or her Support Provider from the list of available Support Providers. Upon agreement by the PAR Coordinator, a different Support Provider may be selected to work with the Participating Teacher one time only during the process when requested to do so by the Participating Teacher or the Support Provider.
- 17.9.6 Confidentiality of Material
- 17.9.6.1 Documents generated by Support Providers, PAR Coordinator, and Principal regarding specific Participating Teachers as part of the assistance process set forth in this Agreement shall be deemed personnel records and shall remain confidential to the extent required by law such as a subpoena by the Court. The record of this intervention may be sealed within the personnel file after four years of satisfactory evaluations following a request by the Participating Teacher. The District reserves the right to use such documents in subsequent disciplinary actions against Participating Teachers.
- 17.9.7 District's Duty to Indemnify
- 17.9.7.1 The District shall defend and hold harmless individual Panel members and Support Providers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.
- 17.9.8 Interest-Based Resolution Procedure Inapplicability
- 17.9.8.1 The activities of the PAR Panel and the Support Providers are not subject to the interest-based resolution procedure contained within the Collective Bargaining Agreement between these parties, nor to any interest-based resolution procedure contained within Board Policies or District Regulations. The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Support Providers.
- 17.9.9 Revenue Limits
- 17.9.9.1 Expenditures for the PAR Program shall not exceed funding.
- 17.9.10 Annual Review and Revision
- 17.9.10.1 The provisions of the Program may be revised by the mutual consent of the District and the Association and shall be subject to an annual review and report to the Governing Board of the School District and SRTA.

Appendix A: Salary Schedule

Please Note:

This form is updated annually.

Please check the dates to confirm that you have the most recent version.

**SAN RAFAEL CITY ELEMENTARY SCHOOL DISTRICT
SAN RAFAEL TEACHERS ASSOCIATION
SALARY SCHEDULE
2016-2017
187 WORK DAYS**

STEP	BA	BA + 30	BA + 45	BA + 60
1	44,987	51,173	52,298	53,422
2		52,298	53,985	55,671
3		53,422	55,671	57,921
4		54,547	57,359	60,170
5		55,671	59,046	62,420
6			60,733	64,669
7				67,481
8				70,293
9				73,104
10				75,916
11				78,728
12-17				90,537
18-23				93,617
24				97,291

Effective July 1, 1995, newly hired employees shall be credited with professional experience on a year-for-year "Full time" experience (at the minum of 120 continuous school days in a single school year in one position) effective July 1, 2016 and only apply to employees hired after July 1, 2016.

Staff members who have an advance degree will receive an annual increment of \$1,000 for a Master's degree and \$1,350 for an earned Doctorate from an accredited university. Teachers who work less than full time will receive a prorated compensation.

Units are semester units and must be obtained after the Bachelor's Degree.

A comprehensive health benefits package is available.

Adopted by Board of Education - November 14, 2016 (Tentatively)

**SAN RAFAEL CITY ELEMENTARY SCHOOL DISTRICT
SAN RAFAEL TEACHERS ASSOCIATION (SRTA)
PSYCHOLOGISTS AND SPEECH & LANGUAGE PATHOLOGISTS**

2016-2017

204 WORK DAYS

MASTERS DEGREE

STEP	ANNUAL	DAYS
1	\$84,888	204
2	\$88,033	204
3	\$101,236	204
4	\$104,681	204
5	\$108,789	204

Masters degree in School Psychology and/or Speech and Language Pathology required.

Staff members with an advance degree will receive an annual increment of \$1,000 for a Master's degree and \$1,350 for an earned Doctorate from an accredited university. Teachers who worked less than full time will receive a prorated compensation.

One-time retention bonus of \$2,500 at the beginning of the 6th year.

One-time retention bonus of \$3,000 at the beginning of the 11th year.

A comprehensive health benefits package is available.

Appendix B: Benefits Costs

Please Note:

This form is updated annually.

Please check the dates to confirm that you have the most recent version.



SAN RAFAEL CITY SCHOOLS

2016-2017 Medical Cost Worksheet for Employees

MEDICAL COST PAID BY THE DISTRICT PER MONTH EFFECTIVE JAN 2016 - FOR FULL-TIME EMPLOYEES

Bargaining Unit	Employee Classification	Employee Only	Employee Plus one Dependent	Employee Plus Two Or More Dependents
SRFT	High Sch Cert	\$733.39	\$1,010.51	\$1,319.58
SRTA	Elem Sch Cert	\$552.00	\$1,104.00	\$1,436.00
CSEA	High/Elem Classified	\$584.36	\$1,174.72	\$1,522.58
Full-Time = 1.0 FTE or 8 hours per day				

2016 Medical Monthly Premium

Health Plan Carriers	Employee Only	Employee Plus one Dependent	Employee Plus Two Or More
ANTHEM HMO TRADITIONAL	\$855.42	\$1,710.84	\$2,224.09
BLUE SHIELD ACCESS+	\$1,016.18	\$2,032.36	\$2,642.07
BLUE SHEILD NETVALUE	\$1,033.86	\$2,067.72	\$2,688.04
KAISER	\$746.47	\$1,492.94	\$1,940.82
PERS CHOICE	\$798.36	\$1,596.72	\$2,075.74
PERS SELECT	\$730.07	\$1,460.14	\$1,898.18
PERS CARE	\$889.27	\$1,778.54	\$2,312.10

2017 Medical Monthly Premium

Health Plan Carriers	Employee Only	Employee Plus one Dependent	Employee Plus Two Or More
ANTHEM HMO TRADITIONAL	\$990.05	\$1,980.10	\$2,574.13
BLUE SHIELD ACCESS+	\$1,024.85	\$2,049.70	\$2,664.61
BLUE SHEILD NETVALUE	NOT OFFER IN 2017		
KAISER	\$733.39	\$1,466.78	\$1,906.81
PERS CHOICE	\$830.30	\$1,660.60	\$2,158.78
PERS SELECT	\$736.27	\$1,472.54	\$1,914.30
PERS CARE	\$932.39	\$1,864.78	\$2,424.21

Calculation Tool: Determine what is your cost.

Health Plan you choose	Monthly Premium	District Paid Amt for Full Time Employee	FTE % of work	Amount Dist paid for you	Your Cost
			0.00%	\$ 0.00	\$ 0.00

For Classified Employee: Determine the % of FTE is to divide your workhours per day by 8 (e.g. 6 hours divide by 8 = 0.75, your FTE is 75%)

Appendix C: Catastrophic Leave Request

Date Received: _____

Date Reviewed: _____

Date Applicant was informed of decision: _____

**SAN RAFAEL CITY SCHOOLS
CATASTROPHIC LEAVE REQUEST FORM
San Rafael Teacher's Association (SRTA)**

Employee Name _____

Address _____

Phone (H) _____ (C) _____

This catastrophic leave application shall be approved or denied by a joint committee comprised of two SRTA representatives and one district administrator. The final decision of the committee cannot be grieved.

Request is based on incapacitating illness or injury, which is expected to be for an extended period of time, as certified by the attending physician, for:



Self



Immediate family member for whom you provide care

Requirements/Information requests for catastrophic leave: (Please check if applicable)

☐

I have donated sick leave credit to the Reserve CAT Leave Bank 45 days prior to my request.

☐

In the case of personal illness, I will have exhausted all fully paid leave credits prior to eligibility for CAT Leave, as well as any disability entitlements.

☐

In the case of family member illness, I will have used 7 personal necessity and 3 sick leave days.

☐

I have submitted a claim for use of disability insurance.

☐

I do not have disability insurance.

Attached information:

☐

Explanation of incapacitating illness or injury and how it is keeping you from fulfilling your duties (specific details are encouraged)

☐

Description of financial hardship (specific details are encouraged)

☐

If applying as a primary caregiver, a statement regarding residency or care plan that would necessitate time missed from work

☐

Medical verification of the incapacitating illness, and the expected duration of the requested leave

Signature _____ Date _____

The committee shall notify applicants of approval or denial within 10 working days of receipt of all requested documentation.

Catastrophic Leave Committee Section:

Comments:

Approved Catastrophic Leave dates will be from _____ to _____

Signatures of committee members:

Appendix D:
Job Share Request Checklist and Proposal Form

PARTNERSHIP TEACHING TEAM JOB SHARE PROPOSAL

Use this form if you are requesting a partnership teaching position at your school. Signed requests are due to Human Resources by February 15th annually. Final approval of job share assignments will follow CBA guidelines.

- ☐ New program
☐ Updated program
☐ No Changes

School _____

Date Submitted _____

Name Partner #1 _____ Name Partner #2 _____

Please mark each item as they are included in your proposal/plan

CHECKLIST

- ☐ Parent orientation
- ☐ 1st week of school plan/schedule
- ☐ Communication plan with staff, parents and administrator, including unusual events
- ☐ Ongoing scheduled oral and written communication for partners regarding weekly learning
- ☐ Holidays/variables mutually agreed to
- ☐ Monthly and annual calendar work schedule including additional duties/functions/committees
- ☐ Daily/Weekly Plan book and short and Long Range lesson planning
- ☐ Curricular areas to be taught
- ☐ Reciprocity of Substituting
- ☐ Parent conferences
- ☐ Student Discipline Plan
- ☐ Grading and Evaluation of Student Learning
- ☐ Staff meeting attendance and content responsibility
- ☐ Back to School Night and Open House Attendance
- ☐ Beginning of Year letter to parents
- ☐ Attendance at professional Development training/responsibility of content
- ☐ Analysis of shared/individual work space, including technology and passwords
- ☐ Evaluation plan of job share team, and with administrator
- ☐ Schedule of regular team meetings with administrator

Special Note: Partnership Teaching can affect your full-time status requirements and service credit related to retirement, early retirement programs, and STRS. Please contact Human Resources if you have specific questions.

Teachers' Signatures _____

Principal's Signature _____ Date _____

Principal's signature only indicates receipt of proposal



JOB SHARE PROPOSAL

The District will provide a Job Share Program for permanent certificated SRTA employees who request a partial leave of absence in order to share a position which would otherwise be one full-time position. The District may approve job sharing assignments between permanent or probationary teachers who have mutually agreed to work together, or between a permanent or probationary teacher and a temporary teacher who meet the District determined qualifications. A checklist has been provided to assist in a complete application. These forms must be submitted to the supervisor for consideration, and submitted to Human Resources. Final approval of job share assignments will follow CBA guidelines.

Names of employees requesting job share: (please print)

Name: _____

Current Job Status ☐ Permanent ☐ Probationary ☐ Temporary Site: _____

Name: _____

Current Job Status ☐ Permanent ☐ Probationary ☐ Temporary Site: _____

What is the proposed position to be job shared and in what department or work unit is the job share to be located:

Please explain the strengths of the job share team and the provisions for maintaining the quality and continuity of the instructional program. For example, describe the combined experience, additional skills, and complementary work styles, of the team.

How will tasks and responsibilities be divided between the job share partners? Include adjunct duties, committee work, and other requirements of the Collective Bargaining Agreement.

What is the proposed work schedule? Please include the days of the week, work times, substitute coverage for partner, referring to elements from the checklist for clarity.

Please include all elements regarding oral and written communication among the team, grade level, administrators, parents (including conferences) and students.

Please describe the instructional plan for curriculum delivery, student assessment, short and long term lesson plans, grading/report cards.

Please explain the workplace logistics, including: desks, shared tools, storage of items, technology/passwords, email communication and responses, etc.

Please describe the classroom student management plan for consistency in student behavior expectations.

Signatures

Employee Signature

Date

Employee Signature

Date

Manager/Supervisor Signature*

Date

**Signature only indicates receipt*

Appendix E: Evaluation Documents

Please Note:

These forms are updated from time to time.

Please check the dates to confirm that you have the most recent version.



FRAMEWORK OF EXPECTATIONS FOR BEGINNING TEACHERS

TIMELINE OF ACCOMPLISHMENTS

Teacher's Name

TEMPORARY/PROBATIONARY		TARGET DATE
Domain #1	1. Creating and Maintaining Effective Environments	November, Year 1
Domain #2	2. Engaging and Supporting all Students in Learning	February, Year 1
Domain #3	3. Understanding and Organizing Subject Matter for Student Learning	April, Year 1

TEMPORARY/PROBATIONARY		TARGET DATE
Domain #4	4. Planning Instruction and Designing Learning Experiences for all Students	October, Year 2
Domain #5	5. Assessing Student Learning	December, Year 2
Domain #6	6. Developing as a Professional Educator	January 15, Year 2

I have discussed the evaluation timeline as stated above with my site administrator. I acknowledge that, in addition to the above-stated focus area, I am responsible for and will be evaluated on all domains throughout the year.

Administrator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____



TEMPORARY/PROBATIONARY TEACHER EVALUATION GOAL SETTING FORM

FIVE GOAL AREAS WHICH HAVE BEEN SELECTED FROM THE AGREED UPON DOMAIN; THE SPECIFIC SUB DOMAIN ARE:

1. _____
2. _____
3. _____
4. _____
5. _____

EXCEPTION CIRCUMSTANCES: _____

☐

A check in this box indicates additional comments are attached.

I certify that we have met, discussed the evaluation criteria, and that we have mutually agreed upon the areas of concentration. I understand that the evaluation will include progress in all of the domains with specific focus on the agreed upon goals listed above.

Signature of Evaluator

Date

Printed Name/Signature of Employee

Date

**San Rafael City Schools Elementary School District:
Evaluation of Certificated Counseling Personnel**

Date:

EVALUATION PLANNING

Evaluation Planning Conference is to be completed on or before the third Friday of October

Evaluatee's Name: _____

Prime Evaluator: _____

Grade Level/Assignment: _____

Status: ☐ Temporary ☐ Probationary ☐ Permanent School Site: _____

1. Acceptance of SRCS Job Specifications/Responsibilities/Goals/Objectives: ☐ Yes ☐ No

Amendments: **Maximum Three (3) Typewritten Lines**

2. Following are the National Standards for the Counseling Profession which are the basis on which counselors are evaluated:

- (A) Performing professional responsibilities
- (B) Communicating effectively with school and community
- (C) Assessing student needs
- (D) Managing interventions effectively
- (E) Maintaining appropriate records
- (F) Developing as a professional
- (G) Improving school climate

3. Specific goals to be evaluated (school site and/or district): **Maximum eight (8) typewritten lines**

4. Techniques and data to be used in monitoring goals and competencies may include those listed below. They are intended to provide data that may quantify student outcomes and provide the basis for discussions and possible further inquiry between the evaluator and evaluatee, and they should be interpreted relative to the student population.

Anecdotal Records
Time Management Analysis

Teacher Feedback
Parent/Student Feedback

Other Techniques: _____

Analysis of Pertinent Student Indicators (May include one or more of the following examples)

- | | | |
|--------------------|------------------------------|----------------------------|
| • Attendance | • Principal and AP Referrals | • Student Self-Evaluations |
| • Homework | • Schedule Change Requests | • Student Work Samples |
| • Progress Reports | • Grade Distributions | • Other: _____ |

Signature Evaluator: _____ Evaluatee: _____

Date: _____

San Rafael City Schools Elementary School District: Evaluation of Psychologists

Date:

EVALUATION PLANNING

Evaluation Planning Conference is to be completed on or before the third Friday of October

Evaluatee's Name: _____

Prime Evaluator: _____

Grade Level/Assignment: _____

Status: ☐ Temporary ☐ Probationary ☐ Permanent

School Site: _____

1. Acceptance of SRCS Job Specifications/Responsibilities/Goals/Objectives: ☐ Yes ☐ No

Amendments: *Maximum three (3) typewritten lines*

Following are the SRCS Standards for evaluation of Psychologists:

- (A) Assessment Services
- (B) IEP Planning
- (C) Counseling/Consultative Services
- (D) Develops as a Professional School Psychologist

2. Specific goals to be evaluated (school site and/or district):

Maximum eight (8) typewritten lines

3. Techniques and data to be used in monitoring goals and competencies may include those listed below. They are intended to provide data that may quantify student outcomes and provide the basis for discussions and possible further inquiry between the evaluator and evaluatee, and they should be interpreted relative to the student population.

Anecdotal Records

Other Techniques: _____

Time Management Analysis

Analysis of Pertinent Student Indicators (May include one or more of the following examples)

- | | | |
|--------------------|--------------------------------|----------------------------|
| • Attendance | • Principal and Dean Referrals | • Student Self-Evaluations |
| • Homework | • Schedule Change Requests | • Student Work Samples |
| • Progress Reports | • Grade Distributions | • Other: |

Signature Evaluator: _____ Evaluatee: _____

Date: _____



Pre-Observation Conference Form

Part I: Review of Lesson Plan

Part II:

1. Are there any special problems of which I should be aware when observing this class?

2. Is there an area on which you want me to report back to you?

3. Is there anything that I can do during this observation to make you feel as comfortable as possible?

4. Additional comments/notes:

Date and Time of Lesson: _____

Date and Time of Post-Observation Conference: _____



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 1**
November _____, 20__

Teacher's name

FOCUS: DOMAIN #1
Creating and Maintaining Effective Environments for Student Learning

① **Meets Standards**

② **Needs Improvement**

③ **Unsatisfactory**

	Rating
1. Creating a physical environment that engages all students	
2. Establishing a climate that promotes fairness and respect	
3. Promoting social development and group responsibility	
4. Establishing and maintaining standards for student behavior	
5. Planning and implementing classroom procedures and routines that support student learning	
6. Using instructional time effectively	
7. Maintaining professional standards	

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards	② Progressing toward meeting Standards	③ Extensive improvement required to meet Standards; areas of needed improvement
--------------------------	---	--

DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Administrator's Signature

Date

Date

9/7/12

Distribution: Original: Human resources

Copies to: Employee & Principal



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 1**
February _____, 20__

Teacher's name

FOCUS: DOMAIN #2
Engaging and Supporting all Students in Learning

①Meets Standards	②Needs Improvement	③Unsatisfactory
		Rating
1. Connecting students' prior knowledge, life experience, and interests with learning goals		
2. Using a variety of instructional strategies and resources to respond to student's diverse needs		
3. Facilitating learning experiences that promote autonomy, interaction, and choice		
4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful		
5. Promoting self-directed, reflective learning for all students		
6. Maintaining professional standards		

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards		② Progressing toward meeting Standards		③ Extensive improvement required to meet Standards; areas of needed improvement	
DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Administrator's Signature

Date

Date

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 1**

April _____, 20__

Teacher's name

FOCUS: DOMAIN #3
Understanding and Organizing Subject Matter for Student Learning

① Meets Standards	② Needs Improvement	③ Unsatisfactory
		Rating
1. Demonstrating knowledge of subject matter content and student development		
2. Organizing curriculum to support student understanding of subject matter		
3. Interrelating ideas and information within and across subject matter areas		
4. Developing student understanding through instructional strategies that are appropriate to the subject matter		
5. Using materials, resources, and technologies to make subject matter accessible to students		
6. Maintaining professional standards		

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards		② Progressing toward meeting Standards		③ Extensive improvement required to meet Standards; areas of needed improvement	
DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Administrator's Signature

Date

Date

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 2**
October _____, 20__

Teacher's name

FOCUS: DOMAIN #4
Planning Instruction and Designing Learning Experiences for all Students

① Meets Standards	② Needs Improvement	③ Unsatisfactory
		Rating
1. Drawing on and valuing students' background, interests, and developmental learning needs		
2. Establishing and articulating goals for student learning		
3. Developing and sequencing instructional activities and materials for student learning		
4. Designing short-term and long-term plans to foster student learning		
5. Modifying instructional plans to adjust for student needs		
6. Maintaining professional standards		

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards		② Progressing toward meeting Standards		③ Extensive improvement required to meet Standards; areas of needed improvement	
DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Administrator's Signature

Date

Date

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 2**
December _____, 20__

Teacher's name

FOCUS: DOMAIN #5
Assessing Student Learning

① Meets Standards	② Needs Improvement	③ Unsatisfactory
		Rating
1. Establishing and communicating learning goals for all students		
2. Collecting and using multiple sources of information to assess student learning		
3. Involving and guiding all students in assessing their own learning		
4. Using the results of assessments to guide instruction		
5. Communicating with students, families, and other audiences about student progress		
6. Maintaining professional standards		

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards		② Progressing toward meeting Standards		③ Extensive improvement required to meet Standards; areas of needed improvement	
DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Administrator's Signature

Date

Date

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



**OBSERVATION FORM
TEMPORARY/PROBATIONARY 2
January ____, 20__**

Teacher's name

FOCUS: DOMAIN #6
Developing as a Professional Educator

① Meets Standards	② Needs Improvement	③ Unsatisfactory
		Rating
1. Reflecting on teaching practice and planning professional development		
2. Establishing professional goals and pursuing opportunities to grow professionally		
3. Working with communities to improve professional practice		
4. Working with families to improve professional practice		
5. Working with colleagues to improve professional practice		
6. Balancing professional responsibilities and maintaining motivation		

ADMINISTRATOR'S COMMENTS: *(based on informal observations; attach additional page if needed)*

Mark Teacher's progress toward all Standards and areas of needed improvement:

① Meets Standards		② Progressing toward meeting Standards		③ Extensive improvement required to meet Standards; areas of needed improvement	
DOMAIN #1	DOMAIN #2	DOMAIN #3	DOMAIN #4	DOMAIN #5	DOMAIN #6

COMMENTS ON PROGRESS IN ADDITIONAL DOMAINS:

Teacher's Signature

Date

Administrator's Signature

Date

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



SECOND YEAR SUMMATIVE

Teacher's Name

Administrator: _____ School: _____

Subject Area: _____

Conference Date: _____

TEACHER'S PROGRESS TOWARD ALL STANDARDS

① Meets Standards

② Needs Improvement

③ Unsatisfactory

	Rating
1. Engaging and Supporting all Students in Learning	
2. Creating and Maintaining Effective Environments for Student Learning	
3. Understanding and Organizing Subject Matter for Student Learning	
4. Planning Instruction and Designing Learning experiences for all Students	
5. Assessing Student Learning	
6. Developing as a Professional Educator	

COMMENDATIONS: (attach additional pages if needed)

ENRICHMENT SUGGESTIONS: (attach additional pages if needed)

REQUIREMENTS: (attach additional pages if needed)

A signature on this evaluation does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the evaluation and has been given an opportunity for discussion and written response.

Administrator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

NOTE: In Order to be granted permanent status in the San Rafael Elementary School District, a teacher must be rated ① "Meets Standards" in all areas of assessment by March 1 of the Probationary 2 year.

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal



**Permanent Certificated
Summative Evaluation, _____ School Year**

Teacher's Name: _____

Administrator: _____ **School:** _____ **Subject Area:** _____
Observation Date: _____ **Conference Date:** _____

TEACHER'S PROGRESS TOWARD ALL STANDARDS

①Meets Standards		②Needs Improvement		③Unsatisfactory	
				Rating	
1. Create and maintain an effective learning environment for student learning.					
2. Engage all students in meaningful learning.					
3. Understand and organize content knowledge for student learning.					
4. Plan instruction and design learning experiences for all students.					
5. Assess student learning.					
6. Develop as a professional to improve teaching and learning.					

A signature on this evaluation does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the evaluation and has been given an opportunity for discussion and written response.

Administrator's Signature: _____ **Date:** _____

Teacher's Signature: _____ **Date:** _____

9/7/12

Distribution: Original: Human resources
Copies to: Employee & Principal

Must be submitted to HR for approval by October 1st of evaluation year



Letter of Agreement
To Waive
Employee's Evaluation

Date _____

Teacher's Name _____

Date of Hire _____ Date of Last Evaluation _____

Evaluator's Name _____

As per the Collective Bargaining Agreement with SRTA, "Unit members with permanent status who have been employed at least 10 years with the school district, who are highly qualified, as defined in 20 U.C.S. Sect 7801 (ESEA) and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every three, four or five years if the unit member and evaluator consent." As per Ed Code §44664 (3) evaluations must be "At least every five years..."

The employee and the evaluator agree that the next evaluation will be during the _____ school year.

Employee's Signature

Date

Evaluator's Signature

Date

FOR HUMAN RESOURCES USE BELOW LINE

Approved by HR
Initials

Not Approved by HR
Initials



EVALUATION ADDENDUM – REMEDIATION STATEMENT

INSTRUCTIONS: This form **MUST** be completed when the Interim/Final Evaluation Summary contains an overall “Needs Improvement” or “Unsatisfactory” notation. If the form does not provide sufficient space, attach a supplementary sheet. **Please use a separate form for each “Unsatisfactory” area.**

Employee: _____ School or Department: _____

Area of Correction or Improvement: _____

DESCRIPTION OF DEFICIENCIES	REMEDATION PLAN	REMEDATION TIMELINE

AREAS OF IMPROVEMENT:

AREAS OF CORRECTION:

Signature of Evaluator

Title

Date

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate my agreement.

Signature of Employee

Date

9/7/12

Distribution Original: Human Resources
Copies to: Employee & Evaluator