

**Tentative Agreement  
Between  
Santa Rosa City Schools and Santa Rosa Teachers Association**

The Santa Rosa City Schools ("District") and the Santa Rosa Teachers Association ("SRTA") agree to the following terms for a collective bargaining agreement effective July 1, 2019 to June 30, 2021.

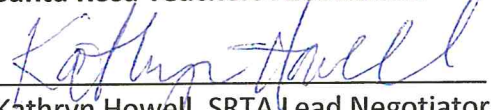
1. The District will increase the salary schedule by 3% effective July 1, 2019, for the 2019-2020 school year. The District will increase its contribution to medical benefits by \$750.00 effective July 1, 2019. The District's contribution to medical benefits for a full-time employee will be \$6050.00 per year. The District will also increase its contribution to dental benefits by \$200.00 effective July 1, 2019.
2. The District will increase the salary schedule by 4% effective July 1, 2020, for the 2020-2021 school year. The District will increase its contribution to medical benefits by \$750.00 effective July 1, 2020. The District's contribution to medical benefits for a full-time employee will be \$6800.00 per year.
3. The District and SRTA will form a Health Benefits Committee to examine CalPERS membership. The Health Benefits Committee will consist of three SRTA members and three District representatives and will begin meeting no later than September 1, 2019.
4. The District agrees to provide support for the implementation of A-G standards via the following class size maximum caps.

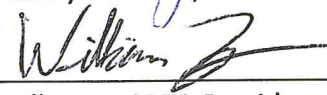
a. Math 1 (9 <sup>th</sup> Grade)	28:1
b. Math 1 (10 <sup>th</sup> -12 <sup>th</sup> Grade)	28:1
c. Science (9 <sup>th</sup> Grade- Living Earth and Earth Science)	28:1
d. English 1P	28:1
5. The District and SRTA agree to a new Salary Schedule for school psychologists, school nurses and speech and language pathologists. The proposed schedule will be effective July 1, 2019 and is attached and incorporated herein as attachment A.
6. The District and SRTA agree to creating additional special education department chairs effective July 1, 2019. The new department chair schedule is attached hereto and incorporated herein as attachment B.
7. The Parties have reached Agreement on Article 6, attached hereto and incorporated herein as attachment C. This article includes the creation of a committee that would review and make recommendations regarding use of instructional time, bell schedules and collaboration practices.

8. The District and SRTA agree to Article 9-Evaluation, attached hereto and incorporated herein as attachment D.
9. The District and SRTA agree to Article 13-Transfers and Reassignments, attached hereto and incorporated herein as attachment E.
10. The District and SRTA agree to Article 14-Class Size, attached hereto and incorporated herein as attachment F.
11. The District and SRTA agree to Article 16-Compensation, attached hereto and incorporated herein as attachment G.
12. The District and SRTA agree to schedule an additional workday to transfer the language in the appendix of the current bargaining agreement regarding Home & Hospital and Independent Study teachers, to the actual body to the contract. Once the task is completed, the Article will be attached to the current TA and incorporated herein as part of this Tentative Agreement.
13. The District and SRTA agree that the Parties will sunshine for the successor agreement as part of the January 2021 District Board of Trustees meeting. The District and SRTA will begin negotiating no later March 1, 2021 for the successor contract beginning July 1, 2021.

**Date:**

**Santa Rosa Teachers Association**

  
Kathryn Howell, SRTA Lead Negotiator


  
Will Lyon, SRTA President


  
Mark Mitchell, CTA

**Date:**

**Santa Rosa City Schools**

  
Stacy Spector, Assistant Superintendent

  
Dr. Diann Kitamura, Superintendent

  
Rick Edson, Assistant Superintendent



Intern/SLPA		Level 1	Level 2
Step 1	55,682	78,500	88,500
Step 2	56,709	83,269	93,269
Step 3	57,734	88,039	98,039
Step 4	58,754	90,723	100,723
Step 5	59,780	93,407	103,407
Step 6	60,806	96,092	106,092
Step 7	---	98,776	108,776
Step 8	---	101,460	111,460
Credential License Certification	PPS Intern Credential or Speech Language Pathologist Assistant	Psych: Credential SLP: Credential Nurse: Initial Credential	Psych: National Certification SLP: National Certification and State License School Nurse: Clear Credential

16.9 School Psychologist, Speech-Language Pathologist, School Nurse Pay: Salaries for School Psychologists, Speech-Language Pathologists, and School Nurses shall be establish based on an alternative salary schedule.

16.9.1 The work year of a School Psychologist, Speech-Language Pathologist, and School Nurse shall be 195 days, at the Level 2 position the work year is 200 days

16.9.1.1 Additional days past the regular school year shall be scheduled by the unit member and supervisor. If no agreement is reached, extra days are split between the days immediately preceding and following the end of the school year.

16.9.2 The work day of a School Psychologist, Speech-Language Pathologist, and School Nurse shall be the same as defined in Article 6.1

16.9.3 One year of credential or private practice experience shall equate to one step on the certificated salary schedule.

16.9.4 Parity Clause. The School Psychologist, Speech-Language Pathologist, School Nurse salary schedule shall increase at the same rate negotiated on the certificated salary schedule.

16.9.5 School Psychologists at Level 2 agree to serve as LEA Representative at IEPs at the district's discretion

16.9.6 A unit member hired prior to June of 2019 shall never have a salary lower than 15% over the SRTA Certificated Salary Schedule PLUS any applicable Masters, Doctorate, and/or National Certification stipend.

There will be a XX-year transition period during which an alternative step placement procedure shall be established for current and newly hired employees:

1. Unit members will have their salary calculated on a salary schedule 15% over the SRTA Certificated Salary Schedule PLUS any Masters, Doctorate, and/or National Certification stipend.
2. Unit members will be placed at a step on the new schedule that most closely matches (but no less than) the Step 1 calculation
3. Unit members in this cohort shall increase at a rate of 2 steps per year until they are at the step commensurate with Article 16.9.3
4. After the XX-year transition period, all unit members are placed at the step commensurate with Article 16.9.3
5. New hires shall not be placed at a higher step than a current employee with the same years of experience

\*If district wants a professional work day (time spent performing school psychologist, speech-language pathologist, or school nurse duties, up to an additional 30 minutes a day past Article 6.1), Level 2 shall be optional AND 16.9.6 drafted above MUST be included to ensure that current employees do not experience a pay decrease.

SRCS Dept. Chair Proposal 3-27-19

GROUP
RSP Elem
SDC Elem
RSP Middle
SDC Middle
RSP High
SDC High
Autism Program
Emotional Program
SH Elem- Mid -High (w/18-22)
School Psych
SLP
Nurse
APE

\* 1 FTE = 5 sections for this calculation

NOTE: as in 16.8.3. "Number of Class sections exclusive of Department Chairperson"

ATTACHMENT  
B

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

### ARTICLE 6: HOURS AND DAYS OF EMPLOYMENT

- 6.1 The normal professional workday for unit members shall require on-site responsibilities beginning fifteen (15) minutes before the first class period for the site and extend to fifteen (15) minutes after students are dismissed from the last normally scheduled class for the site. As part of the professional day, the unit members shall be responsible and available for those professional duties which are part of the unit member's assignment. The workday shall include a duty-free lunch equal to the student lunch period and a relief period for all unit members if provided for pupils of the site. A unit member's lunch period shall not be reduced by the addition of non-instructional duties except in case of emergency, for example, natural disaster or singular health or safety event at the school site. A non-student contact workday shall be defined to be the same times and length as a regular school day.
- 6.2 Regularly assigned classroom teaching shall not exceed three hundred five (305) minutes per day. The District and Association agree to maintain the required number of instructional minutes as mandated in Senate Bill 813 of 1983 as follows: kindergarten: 36,000; First through 3<sup>rd</sup> grade: 50,400; 4<sup>th</sup> through 8<sup>th</sup> grade: 54,000 and 9<sup>th</sup>-12<sup>th</sup> grade: 64, 800. The parties agree that the District may, after meeting and consulting with the Association, add such minutes to the instructional day of particular schools should any additional time be legally required to maintain state funding or meet minimum mandated requirements.
- 6.2.1 The workday for itinerant unit members is the same in hours as for all unit members. Those unit members who are not assigned as part of a school faculty will construct their work day so as to fulfill their job requirements arranged for with the immediate supervisor. Home and Hospital and Independent Study full-time unit members will average 6.5 hour days over the course of the school year (1080 hours). Time worked over the average will be paid at the Extended Day Rate.
- 6.2.2 A unit member who is regularly assigned to a building site, shall notify an administrator or designated office staff whenever they are leaving the site during the work day. Such right may be denied for emergency reasons pertaining to the safety and security of students, staff and the District. For example, a natural disaster or singular health or safety event at the school site.

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

6.2.3 Unit members who are required to travel between buildings in the course of their assigned work day will not be scheduled to travel during their duty-free lunch.

### 6.3 Preparation Periods

6.3.1 In the secondary district, a daily preparation/consultation period equal to the length of one (1) class period will be provided. The preparation/consultation period shall be used primarily for preparation and, upon reasonable prior notification, for parent, administrative, and student conferences.

6.3.2 Regular elementary classroom teachers other than kindergarten teachers will be provided two (2) 30-minute preparation periods per week and one (1) 60-minute preparation period per week, or four (4) 30-minute preparation periods per week unless the aforementioned assigned preparation periods fall on a school holiday, minimum day, or modified day. Elementary Education Specialists (formally known as RSP teachers) shall receive the same preparation periods as regular elementary classroom teachers, provided that the number of students served shall remain unchanged.

6.3.2.1 The District agrees to schedule two one-half hour unassigned periods weekly for full-time preparation period teachers, and the amount will be pro-rated for less than full-time preparation period teachers.

6.3.2.2 Teachers on Special Assignment (TOSA), Educational Specialists, school psychologists, speech and language pathologists, nurses and adaptive PE unit members shall not be required to cover classes except in case of site/district safety and welfare. Unit members volunteering to cover a class during their prep period will be compensated at the Extended Day Rate.

6.3.2.3 Elementary unit members will be compensated at the Extended Day Rate per hour for any number of students over five (5) that are distributed into their class. Secondary unit members will be compensated at \$10.00 per student for any single class period in

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

which students placed from an absent unit member's class increase the receiving unit member's class count over 33.

6.3.3 Included within the Independent Study Teacher FTE assignment shall be one (1) weekly hour of preparation time, for each instructor, for every five students.

6.3.4 Included within the Home and Hospital FTE assignment shall be one (1) weekly hour of preparation time, for each instructor, for each student scheduled.

6.4 All unit members agree to perform extra-curricular duty assignments as assigned by the principal or designee. The District administration shall establish reasonable and fair apportionment of extra-curricular duty assignments (with the exception of non-site based Teachers on Special Assignment (TOSA), non-site based Educational Specialists, school psychologists, speech and language pathologists, nurses and adaptive PE unit members), provided that the unit members of the work site shall be consulted in the setting of procedures for such allocation of duties. When a unit member has been assigned an activity and finds they cannot fulfill the responsibility, the unit member shall be required to report this to the administrator in charge of the event or activity and the unit member will secure another unit member as a replacement, subject to the approval of the administrator. Supervision required beyond the 30 total daily designated minutes for required on site responsibilities will be voluntary and paid at the Extended Day Rate.

Extra-duty assignments should be generally consistent at similar schools; however, the particular characteristics of a given school reasonably require different levels of such assignments. Those characteristics include, but are not limited to, grade-level configuration, student population, transportation, physical characteristics of the site, programs, and staffing. Accordingly, disputes over such assignments should be referred to the Superintendent or his /her designee for review prior to the filing of a formal grievance. Extra-curricular duty assignments are defined as school-related activities not falling within the scope of regular curriculum which are conducted during and after the regular workday and which include routine student supervision, including student arrival and dismissal, transportation, etc. of not more than fifteen (15) minutes before the regular



## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

workday.

Extra-curricular duty assignments, other than routine student supervision, will not begin more than fifteen (15) minutes before or continue more than fifteen (15) minutes after the time students are required to be in the classroom. Routine student supervision may be assigned as required to accommodate bus schedules, but in no case shall such assignments begin more than thirty (30) minutes before the first class period at the site; any teacher so assigned should be permitted to leave early as compensation for the actual time required for such duty, provided that such early departure does not conflict with other professional responsibilities.

6.4.1 Although the Board of Education reserves the right to determine curriculum, the Board also understands that under the Rodda Act there is the provision for consultation on enumerated educational matters. The District will ensure that when consulting with the Association President and Chief Negotiator (subsequent to ratification of this provision) on trainings during the non-work year of the certificated unit member, the District will also bargain those items that fall within the collective bargaining agreement.

### 6.5 Work Year Calendar

6.5.1 Except as provided elsewhere in this Agreement, regular full-time unit members shall be required to teach one hundred eighty (180) days. The total number of workdays including three (3) non-instructional days and two (2) professional development days will be 185 days.

6.5.1.2 The work year calendar shall be mutually agreed to by the District and the Association, ratified by the majority of the unit members, and sent to the Board of trustees for adoption. The current school year calendar (defined as the "Instructional Calendar") is incorporated into this Agreement by reference and a copy of it shall be provided to all unit members within fifteen (15) days of its final adoption.

### 6.5.2 Elementary

(a) Elementary unit members shall have minimum days (193 instructional minutes)

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

scheduled as follows:

- (1) Five (5) minimum days for grades 1-6 for purposes of parent conferencing, which would normally be at the end of the first reporting period.
  - (2) "Back-to-School", "Open House", and the last instructional day of school.
- (b) The student lunch period on a minimum day shall be twenty (20) minutes. The site administrator shall assign unit members to supervision duties on minimum days after consultation with the faculty.
  - (c) The last workday of the school year without pupils which shall be reserved for the unit member's use to complete normal end-of-the-year activities which shall not include in-service activities or faculty meetings in excess of one (1) hour.

### 6.5.3 Secondary unit members shall have scheduled:

- (a) The last workday of the first semester without pupils which shall be reserved for the unit member's use to complete normal end-of-the-year activities which shall not include in-service activities or faculty meetings in excess of one (1) hour;
- (b) Three (3) minimum days for final examinations which shall be placed at the end of each semester for senior high teachers and at the end of the second semester only for middle school teachers.
- (c) Provided there are sufficient instructional minutes, "Back-to-School" day shall be a minimum day for secondary teachers. A secondary school may also schedule a spring "Open House" by mutual agreement of the faculty and the principal. If scheduled, such day shall be a minimum day provided there are sufficient instructional minutes. The required evening hours shall not exceed the length of time removed from the regular school day.

### 6.6 Adjunct Duties and Staff Meetings (SRTA 17-18 #8 TA Attachment A)

- 6.6.1 Each unit member will be required to attend and participate in a total of up to

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

twenty-one (21) hours of mandatory staff meetings during the course of the school year at their one designated school site. This total does not include any meetings held on non-student work days, during the workday referenced in section 6.1 of the Contract, or during common planning time. This total does include meetings scheduled by the site principal at each site held on a student attendance day and after the workday referenced in section 6.1 of the Contract. Mandatory meetings that do count toward the total include, but are not limited to, grade-level meetings, department meetings, and/or all-staff meetings. There shall be no more than three (3) meetings in a single month at any site, and no single meeting shall require unit members to attend for more than seventy-five (75) minutes after the meeting is called to order, unless agreed to by the principal and staff. Meetings must be called to order no more than ten minutes after the end of the workday at each site, provided all staff members are present for the staff meeting. Meetings shall be scheduled at least seven (7) days in advance except in the case of emergency. The principal shall maintain a running total of time used during the course of the year.

6.6.1.2 Part time unit members are required to attend the entire staff meeting.

6.6.1.3 Bargaining unit members assigned to multiple sites by the District (e.g. school psychologists, speech and language pathologists, nurses and adaptive PE unit members) will meet at a common designated location as a group for their staff meetings. These unit members will be under no contractual obligation to attend any staff or department meetings held at any of their work sites. All staff meetings will begin at 2:30 p.m. and unit members will be allowed 30 minutes of travel time from their work site to the district office on staff meeting days. These unit members have the right to form an Article 6 Committee and consult on staff meeting agendas.

6.6.2 Each full-time unit member will be required to work from five (5) to thirteen (13) unit hours per academic year for adjunct duties toward the determined requirement designated at each site. Educational Specialists, non- site based Teachers on Special

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

Assignment (TOSA), school psychologists, speech and language pathologists, nurses and adaptive PE unit members shall not be required to complete adjunct duties. Unit members who work at more than one site can work at their one designated site, or prorated based on FTE assignment at each site. Activities for which a unit member is receiving extra-duty pay are not counted towards this thirteen (13) hour requirement. The Article 6 Committee (section 6.6.3), shall determine, in advance, the hour value for each adjunct duty activity and shall determine the number of hours required at the school site. For example, high school basketball games may be determined to have a value of 2.5 hours. The unit member who signs up for an adjunct duty will be expected to fully supervise the event, regardless of the actual length of the event (shorter or longer), and shall receive credit for the pre-determined value assigned.

6.6.2.1 Adjunct Duties are identified as activities that occur outside the established work day and meet the following criteria:

- a. Involve supervision at sporting and/or athletic events
- b. Involve leadership or committee work (e.g. District or site)
- c. Involve co-curricular activities (e.g. math night)
- d. Involve supervision of extra-curricular activities (e.g. performances, dances, fairs and graduation)

6.6.2.2 Activities for which a unit member already receives compensation, either through pay or compensating time off (e.g. Department Chair, WASC Coordinator, Master Teacher, etc.) are not considered Adjunct Duties.

6.6.3 At each site, and Article 6 Committee consisting of the principal or designee, and unit members, elected by their peers, will work collaboratively to determine the number of required adjunct hours for each unit member at the site, the list of adjunct duties at the site and the reallocation of any mandatory meeting time. The Committee may include an additional administrator at the discretion of the principal, but the committee will maintain unit members in the majority. The Committee shall determine, in advance, the

## From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment

value for each activity and their equitable apportionment. In addition, the Article 6 Committee shall consult regarding all-staff meeting agendas set by the principal or designee.

6.6.3.1 The Article 6 Committee at each site will develop and publish the criteria and process for assigning Adjunct Duties determined to need supervision. The Article 6 Committee shall ensure that the number of required hours determined under Article 6.6.2 (5-13 hours) shall be equitably distributed among the unit members at that site.

6.6.3.2 Unit members may volunteer for additional adjunct duties at their discretion. Unit members may be compensated for additional voluntary adjunct duties at the Extended Day Rate per hour with prior approval of the immediate supervisor.

6.6.4 In addition to mandatory meetings and adjunct duties, all unit members will be required to participate, at their one designated site in IEP meetings and SST/504 meetings. Every good faith effort will be made to schedule IEPs/504s during the regular school day. IEPs/504s scheduled outside of the regular school day will be compensated at the Extended Day Rate for the entire length of the meeting. Unit members will only be expected to attend for the scheduled portion of the meeting that pertains to the information they need to share regarding the student.

6.6.5 All current MOUs sunset June 30, 2020.

6.6.6 SRTA and SRCS will review all current MOU's including Bell Schedules, pertaining to Article 6. The committee will determine no later than December 30, 2019 which MOUs have been or can be incorporated into the CBA, those MOUs that may need to be renegotiated based upon current need. MOUs that are determined to need renegotiating will be sent to school sites for further review and possible action.

6.6.7 SRTA and SRCS shall study and make recommendations, if any, no later than January 30, 2020 about how to use instructional time, including bell schedules, to develop regular and on-going collaboration time at and across sites and programs beginning the 2020-2021 school year. Any final decisions shall be made at each school site and codified in site



## **From 2016-2020 SRTA Contract Agreement – Article 6: Hours and Days of Employment**

MOUs.

6.6.8 All MOUs henceforth shall be for one (1) or two (2) year terms and any time extension must be re-negotiated.

ARTICLE 9: EVALUATION

- Option 1:
- Professional Goals (Sections 1-3) .....(OPTION 1-A)
  - Certificated Observation Report.....(OPTION 1 B)
  - Permanent Certificated Evaluation Form .....(OPTION 1 C)
- Option 2:
- Growth Plan .....(OPTION 2-A)
  - Mid-Year Progress Report .....(OPTION 2 B)
  - End-of-Year Assessment Report .....(OPTION 2 C)
  - Alternative Evaluation Record .....(OPTION 2 D)

**ARTICLE 9:     EVALUATION**

The Santa Rosa City School District evaluation process is a growth mindset model designed to assist the unit member in improving their performance and to acknowledge individual strengths as they relate to the California Standards for the Teaching Profession and applicable state/and or national standards of all other bargaining unit designations (school psychologists, speech language pathologists, counselors, nurses, unit members on special assignment, etc.) Two different options for evaluation are available within the District.

Option 1 employee formal classroom observations and ongoing informal classroom visits to provide acknowledgement, feedback, and suggestions to the unit member in a supportive, professional atmosphere. Administrators work collaboratively to support unit members in their professional development.

Option 2 is based on the premise that teaching performance will improve through self-directed professional development linked to student instruction, success, and achievement. This Option is designed to encourage experienced, tenured unit

members to continue their professional development and personal growth. The program encourages unit members to grow in self-chosen areas of interest and need, while strengthening relationships and collegiality between and among unit members and administrators. Option 2 is offered as an alternative to the traditional unit member evaluation process.

The objective of Option 2 is to encourage unit members to focus on those aspects of their professional development which most directly impact student instruction, success, and learning.

9.1 Evaluation Process and Procedures - A formal evaluation of all unit members shall be done by the unit member's designated administrator, shall be objective and adhere to the following schedule:

9.1.1 Temporary- each school year

9.1.2 Probationary- each school year

9.1.3 Beginning the first year of permanent status, and then every other school year if evaluated as "meeting or exceeding standards" (Level I). Unit members receiving a Level II, III, or ("does not meet standards") evaluation will be evaluated annually.

9.1.4 Nothing in this section shall preclude the designated administrator from making observations, communicating concerns, and making recommendations up to and including voluntary participation in the PAR program or other CTC and/or SCOE approved programs.

9.1.5 A unit member shall be evaluated no later than the fifth year following the last formal evaluation. Participation in the five-year evaluation cycle can

only occur if the evaluator and certificated unit member mutually agree and the unit member meets the following Ed Code 44644 criteria:

- 1) has permanent status;
- 2) has been employed by the District for at least ten (10) years as a permanent certificated employee;
- 3) is highly qualified as defined in 20 U.S.C. Section 7801; and
- 4) whose previous evaluation rated the unit member as meeting or exceeding standards
- 5) The unit member or evaluator may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year.
- (6) 9.1.5.1 A unit member who meets the criteria for a 5-year evaluation may request either Option 1 or Option 2 evaluation process.
- 6) The unit member shall be formally evaluated at the end of a 5-year evaluation cycle, and assuming they meet the criteria, the unit member shall be eligible for an additional five-year evaluation cycle with the approval of the administrator and superintendent or designee after the successful completion of a regular formal evaluation cycle.

For example, the 5-year cycle would look like:

Year	Effective Evaluation	Not Effective Evaluation
5 2018-2019	Evaluation Year (Option 1 or 2)	Evaluation Year (Option 1 or 2)
6 2019-2020	No evaluation	No evaluation
7 2020-2021	Request 5 year, approved.	Request 5 year; not approved, Option 1
8 2021-2022	No evaluation	No Evaluation
9 2022-2023	No evaluation	Request 5 year (if Year 8/2020-2021 "meets standard"), approved
10 2023-2024	Evaluation Option 1	No evaluation
11 2024-2025	No evaluation	No Evaluation
12 2025-2026	Request 5 year	Option 1

9.1.6 Annually, by October 1, upon request of either party to participate in Article 9.1.5, the permanent unit member and the evaluator will have a scheduled pre-conference to discuss the review of permanent unit member's performance prior to any consideration being given the extended evaluation period, as defined in Article 9.1.4.

9.1.7 If there is mutual agreement between the permanent unit member and the evaluator to participate in the five- year evaluation procedure, as identified in Article 9.1.5, the five-year period would commence with the succeeding school year of the last formal evaluation that is compliant with Article 9.1.5.



**9.1.8** Any permanent unit member who has received a Level II or Level III formal evaluation summary shall be referred to the PAR Program-or other CTE and/or SCOE approved professional improvement programs and shall be evaluated annually.

**9.1.9** Other unscheduled classroom observations shall occur during the year and the data from such may be used to evaluate the performance of the unit member.

**9.1.10** The evaluation of unit members shall not include or be based upon the following:

**9.1.10.1** Standardized achievement tests except as authorized in Education Code Section 44662 which may require the use of state adopted criterion referenced assessments related to state and Board adopted content standards.

**9.1.10.2** Results of any test utilized for the purpose of a school improvement plan.

**9.1.10.3** Achievement of objectives stated in Individualized Education Program (IEP's) of special education pupils.

**9.1.10.4** -The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

**9.1.10.5** If the unit member being evaluated is participating in a co-teaching model, the unit member will be evaluated individually and independently from the performance or evaluation of the co-unit member.

**9.2.11** If the evaluator notices any deficiency which might lead to an overall evaluation of Level II or III, the evaluator shall inform the unit member in writing and make specific recommendations for improvement and endeavor to assist in improving the unit member's performance. If requested, the unit member or evaluator shall be entitled to an additional classroom observation with pre- and post-observation conferences.

**9.2.12** In areas of the evaluation process which are not part of the regular classroom observation, the evaluator shall inform the unit member of any deficiency which is observed and/or verified by the evaluator. If the deficiency is serious in nature or is of a pattern sufficient to cause an overall Level II or III summary evaluation, the evaluator shall notify the unit member in writing of such a fact within 10 workdays of the final event which gave rise to the pattern of deficiency. The evaluator shall make specific written recommendations for improvement and shall endeavor to assist in improving the unit member's performance.

**9.2.13** In the case of a Level II or III evaluation summary, the evaluator shall provide access to supports to assist the unit member in correcting any cited deficiencies including the preparation of an improvement plan for the unit member. If the unit member is to receive an overall Level II or III formal evaluation summary, the evaluator shall hold a conference with the unit member prior to the issuance of the formal evaluation summary. Within fifteen (15) work days, the unit member shall have the right to initiate a written reaction or response to the formal evaluation summary and such

response shall become a permanent attachment to the unit member's personnel file.

**9.2.14** The formal evaluation summary made pursuant to this Article shall be in written and electronic format and a copy thereof shall be transmitted to the unit member thirty (30) work days prior to the last school day on the school calendar in which the evaluation takes place (per Education Code 44663). The unit member shall have the right to initiate a written reaction of response within 10 work days to the formal evaluation summary and such response shall become a permanent attachment to the unit member's personnel file.

**9.2.14.1** Unit members classified as temporary whose assignment terminates prior to the end of the school year shall receive the formal evaluation summary prior to the completion of their employment period.

**9.2.14.2** Unit members shall not be required to participate in the evaluation of other unit members.

### **9.3** Option 1 Evaluation Procedures

**9.3.1** The standard evaluation form to be used shall be prepared by the District after consultation with the Association and shall be based on the California Standards for the Teaching Profession (CSTP) and applicable state content and performance standards of all other bargaining unit designations (counselors, nurses, etc.).

9.3.2 The unit members being evaluated and the evaluator shall meet to discuss the evaluation process no later than October 10. Unit member to be evaluated will submit three proposed goals on which they choose to be evaluated. Goals may address, but not be limited to, curriculum planning and development, instructional methodology, parent communication, assessment of student learning, etc. Proposed goals should align with and support CSTP and/or state content and performance standards, the District Theory of Action and Single Site Plans for Student Achievement and or WASC goals. The goals shall include specific objectives, timelines, and evidence. There shall be one district goal, one administrator goal, and one, unit member goal. By mutual agreement, the unit member and administrator may choose the same goal.

**9.3.3** Unit Members who are to be evaluated are to be furnished with a copy of the evaluation procedure and advised on the criteria upon which the evaluation is to be based no later than September 25.

**9.3.4** Scheduled classroom observations shall be made known to the unit member at least three work days prior to their occurrence. Within 10 work days after each classroom observation, the evaluator will hold a conference with the unit member in order to discuss the observation(s); Observation feedback will be centered on but not limited to identified goals so that feedback is meaningful. The administrator will offer support,

methods and/or ideas as needed. Informal classroom visits shall occur throughout the school year and are encouraged in order to foster dialogue and support. Information from informal observations, visits, ~~conversation~~ and formal collaboration time can also be used to inform an evaluation related to identified goals.

9.3.4.1 The evaluator will inform the unit member of the evaluation procedure and schedule a pre-observation conference.

9.3.4.2 The formal evaluation process shall include at least two scheduled observations for both permanent and temporary unit members and preferably last the length of the designated instructional period and or scheduled event (e.g. a counselor might have an academic conference with a student observed) by the unit member.

9.3.4.3 Post observation conferences will take place between the unit member and the administrator no later than 10 workdays after each observation.

9.3.4.4. A post conference summary of the observation and post conference meeting will be provided within 10 workdays after each scheduled observation.

#### **9.4 Option 2: Alternative Evaluation Process for Permanent Certificated Employees**

**9.4.1** The Alternative Evaluation Process shall be based on the California Standards for the Teaching Profession (CSTP) and applicable state content and performance standards of all other bargaining unit designations (counselors, nurses, etc.).



This evaluation program is designed to encourage experienced, permanent unit members to continue their professional development and personal growth. It is offered as an alternative to the traditional unit member evaluation process. The objective is to encourage unit members to focus on those aspects of their professional development which most directly impact student instruction, success, and achievement. The program encourages unit members to grow in self-chosen areas of interest and need, while strengthening relationships and collegiality between and among unit members and administrators. The program is based on the premise that teaching performance will improve through individual, self-directed professional development linked to student instruction, success, and achievement.

9.4.2 Unit member notifies their administrator of intention to use Option 2 no later than October 1.

9.4.2.1 Unit member will draft a growth plan and schedule a meeting with administrator to be held no later than October 15th.

9.4.2.2 By October 10, the unit member will submit a written and electronic plan to the administrator for review prior to the initial Goal Setting conference which includes the following:

- a. Description of the expected outcome, written in clear, understandable behavioral terms - i.e., "Unit member will learn to divide classes into small groups for collaborative problem solving activities," or "Unit member will master three strategies engaging low-achieving students in day-to-day instruction."
- b. Description of the process the unit member will use to learn the new skill or improve their performance - i.e., "Work with a mentor unit member, a colleague, an administrator," or "Seek continuous student feedback," or "Conduct visitations, observations, peer observations," or "Use video, parent feedback."
- c. Statement of desired support - i.e., Release periods, mentor assistance, materials,

- conference funds, etc. These will be provided through existing site funding as available.
- d. Description of how the unit member will determine whether or not they have been successful in learning/developing a new skill or attribute - i.e., peer feedback, student feedback, self-assessment, video documentary, portfolio or journals.

9.4.2.3 No later than October 15th, the unit member and administrator meet to review and discuss the unit member's Growth Plan (Form: OPTION 2-A) The Administrator shall provide collegial feedback, support, and suggestions, so that the plan can be mutually agreed upon. Within three workdays of the conference, the unit member shall submit their final Plan to the administrator for mutual approval. The administrator shall sign the Plan, indicating that it is complete, return a signed copy to the unit member.

Shown below is a list of possible methods that may be used as part of developing a plan in OPTION 2. These methods may be used by certificated employee to demonstrate that they have met the standards regarding the effective implementation of District curriculum, the utilization of instructional materials, student assessment practices and other important activities related to teaching. Upon completion of the evaluation, and if the unit member has met the standards, the District shall return all media used in the evaluation to the unit member. Any media, which was created during work time, and/or with District material, which is returned to the unit member shall not subsequently be used by the unit member for commercial purposes.

1. Videotape or audiotape feedback. This method refers to the recording by the unit member of an actual, live classroom episode on video or audio tape. The focus could be on the unit member's behavior or students' reaction to the improvements to classroom instruction. Such recordings are powerful in that they allow the unit member to see themselves from the students' perspective. The unit member's review of the taped records can involve the use of some data collection or observation instrument. For example, the unit member could chart frequencies of specified behaviors.
2. Unit member-maintained journal. Maintaining a journal of thoughts, reactions, progress, etc. focusing on a particular student, class, or one's teaching in general can be a valuable tool for self-reflection and professional growth. The focus of the journal entries should be decided in advance.
3. Progress through self-study materials. This method involves using some existing programmed materials for reviewing one's teaching style or to investigate alternative

teaching techniques and materials. The materials typically would involve some general introduction and then a set of modules to work through which require some kind of response from the unit member.

4. Observation and modeling of another unit member. The use of this method involves the observation by the unit member of examples of high-quality teaching. Such observation, either in a class setting or on videotape allows the unit member to compare their teaching with that of the expert. The observation may be structured, in that the unit member knows prior to the observation that they are looking at a specific dimension of teaching, or unstructured, in that the unit member may be open to what they may discover.
5. Unit member-maintained portfolios. Portfolios of lesson plans, instructional materials developed, student assessments used, or any other category of teaching products can be kept in a file and reviewed by the unit member as a way of constantly improving on what has been done or used. The purpose and criteria for including pieces in the portfolio can be maintained primarily for the self-reflective value to the unit member, a peer review of the content could also lead to some valuable insights.
6. Student and/or parent feedback (i.e. exit slips, teacher generated surveys, etc.)
7. Other methods as agreed to by the unit member and evaluator.

9.4.3 No later than February 15 the unit member and the supervisor shall meet to review the year's Mid-Year Progress Report. The Mid-Year Progress Report shall be completed and submitted no later than February 10 by the unit member and include a brief written mid-year progress report to the administrator, indicating what was accomplished to date and identifying any procedural problems or support needs. (Form: OPTION 2-B).and become part of the unit member's personnel file.

9.4.3.1 Five work days prior to the End of the Year Conference, for each goal, the unit member must submit a brief Assessment Report to the administrator. The report must include the following:  
Form Option 2-C)

- a. Factual description of what was done
- b. Self-Assessment of what was accomplished
- c. Unit member's recommendation for continued professional development during the next, non-evaluation year

9.4.3.2 The unit member completes the End-of-the-year Assessment (Form Option 2-C) Report. The report may be supported by video, survey results from students, comments from peers.

9.4.3.3 The unit member and the administrator shall schedule a conference to be held no later than (30) thirty calendar work days prior to the last day of the school on the school calendar. The purpose of the conference is for the unit member and administrator to:

- a. Conduct an open and honest collegial conversation regarding the unit member's professional development effort
- b. Assess what worked and did not work
- c. Identify what the unit member might want to do the following year for his/her continued professional development

9.4.3.4 Upon completing the conference, using form Option 2-D, the administrator shall provide written comments, validations, and recommendations as appropriate and shall affirm, through signature, the unit member having met the procedural requirements of the evaluation process.

9.4.3.5 The administrator may not alter or reject the unit member's report (Form Option 2-C).

9.4.3.6 The form shall be returned to the unit member who may add his/her comments. The unit member's signature will indicate his/her having received and read it.

9.4.3.7 Copies of all forms shall be placed in the unit member's personnel file at the District Office.

9.4.3.8 If the administrator determines that the unit member did not meet the good faith procedural requirements of the evaluation process, the unit member shall be obligated to complete the formal evaluation process the following school year.

**9.5** In the event any part of Article 9 is determined to preclude the District from qualifying for State and/or Federal funds, then the parties agree to renegotiate the Article in Question.

**9.6** Personnel Files

**9.6.1** There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

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

**9.6.3** Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment through the evaluation process, are

to be made available for the inspection of the person involved, except items which are excluded by the Education Code.

**9.6.4** Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

**9.6.5** Information of a derogatory nature, except as provided by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member has the right to review their personnel file. Such review shall take place during the normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

**9.7** Public Complaints

**9.7.1** The District shall not utilize a complaint in any manner which might affect the evaluation of a unit member without first providing the following rights:

- (a) the complaint must be reduced to writing and given to the affected unit member within 10 work days of receipt of the complaint by the evaluator;
- (b) the unit member has the right to meet with the complainant;
- (c) the unit member has the right of Association representation in such meeting with the complainant;
- (d) the unit member has a right to respond both orally and in writing to the complaint; and

- (e) the unit member has the right to challenge the complaint on the basis of just cause by means of the grievance procedure, except that any appeal beyond Level II will be submitted to the Board of Education for final resolution.
- (f) when a letter of complaint is received during the summer months from a parent or guardian, it is understood that the ten-day period for noticing the unit member begins when the administrator actually receives such letter.
- (g) complaints which are shown to be false or are not substantiated shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or dismissal action against the unit member.
- (h) all information or proceedings regarding any complaint shall be kept confidential by the District.

## **9.8 Evaluation Categories**

**9.8.1** In each standard the evaluator will indicate whether the employee meets the standard, partially meets the standard, or does not meet the standard

The overall evaluation "boxes" will be changed as follows:

____ <b>Level I:</b>	Meets or exceeds standards	Continue employment without Reservation
____ <b>Level II:</b>	Needs improvement in one or more standards	Improvement plan to be and than two standards developed and implemented at the School site
____ <b>Level III:</b>	Does not meet standards	Continue employment with an

improvement plan which specifically addresses all standards which are not fully met. The unit member must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available, or any other district identified assistance program that may provide support for the unit member to improve their performance to meet the identified standards for the position in which they were evaluated.

\_\_\_\_Level IV: Unsatisfactory

Referred to Assistant Superintendent, Human Resources, for appropriate personnel action(s). The unit member must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available, or any other district identified assistance program that may provide support for the unit member to improve their performance to meet the identified standards for the position in which they were evaluated.



**SANTA ROSA CITY SCHOOLS**

**OPTION 1-A  
PROFESSIONAL GOALS**

*(To be completed by the Unit Member by October 1st)*

NAME \_\_\_\_\_

LOCATION \_\_\_\_\_

GRADE-LEVEL/SUBJECT \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

Directions: Prior to attending the Initial Evaluation Conference, complete Section 1 below. Selection of specific areas to focus your Professional Development is based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a Unit Member. Bring this form, unsigned, to your Initial Evaluation Conference.

Section 1: Unit Member Developed Goal

California Standard: \_\_\_\_\_

Guiding Questions

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Statement of goal, including specific objectives and how the goal and objectives relate to the identified California Standard and Guiding Questions.

---

---

---

---

**SANTA ROSA CITY SCHOOLS**

**OPTION 1-A EVALUATION**

**PROFESSIONAL GOALS**

*(To be completed by October 1st)*

NAME \_\_\_\_\_

DATE \_\_\_\_\_

Section 2: District Developed Goal:

**Provide a coherent, rigorous and relevant teaching and learning program using strategies such as Close Reading and Viable Argument to graduate students who are ready for college and career.**

California Standard: **Standard 1: Engaging and Supporting All Students in Learning**

Examples of Guiding Questions: *“How do I...” or “Why do I...”*

1. Use a variety of instructional strategies and resources to meet students’ diverse learning needs?
2. Promoting critical thinking through inquiry, problem solving, and reflection?
- 3.
- 4.

Statement of goal, including specific objectives and how the goal and objectives relate to the identified California Standard and key elements.

---

---

---

---

---

---

**SANTA ROSA CITY SCHOOLS**

**OPTION 1-A EVALUATION**

**PROFESSIONAL GOALS**

*(To be completed by October 1st)*

NAME \_\_\_\_\_

DATE \_\_\_\_\_

**Section 3: Administrator Developed Goal**

California Standard: \_\_\_\_\_

Guiding Questions:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Statement of goal, including specific objectives and how the goal and objectives relate to the identified California Standard and key elements.

---

---

---

---

---

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
(Date)

**SANTA ROSA CITY SCHOOLS**

**OPTION 1-B EVALUATION  
CERTIFICATED OBSERVATION REPORT**

Unit Member: \_\_\_\_\_ Time Observed: \_\_\_\_\_

Observation Date: \_\_\_\_\_ Conference Date: \_\_\_\_\_

Subject and Professional Goal(s) of Observed Lesson: \_\_\_\_\_

California Standards for Teaching Profession Observed:

- \_\_\_\_\_ Standard 1: Engages and Supports All Students in Learning
- \_\_\_\_\_ Standard 2: Creates and Maintains Effective Environments for Student Learning
- \_\_\_\_\_ Standard 3: Understands and Organizes Subject Matter for Student Learning
- \_\_\_\_\_ Standard 4: Plans Instruction and Designs Learning Experiences for All Students
- \_\_\_\_\_ Standard 5: Assess Student Learning
- \_\_\_\_\_ Standard 6: Develops as a Professional Educator

Description of Observed Lesson, including Recommendations and Commendations:

---

---

---

---

---

Signature acknowledges receipt of this document and does not necessarily indicate any agreement with the conclusion of the evaluator. Employee has a right to attach comments to this document and have them placed in employee's personnel file.

\_\_\_\_\_  
Employee's Signature (Date)

\_\_\_\_\_  
Administrator's Signature (Date)

**SANTA ROSA CITY SCHOOLS**  
**OPTION 1-C EVALUATION**  
**PERMANENT CERTIFICATED EVALUATION FORM**

**NAME** \_\_\_\_\_ **LOCATION** \_\_\_\_\_

**GRADE-LEVEL/SUBJECT** \_\_\_\_\_ **SCHOOL YEAR** \_\_\_\_\_

**ADMINISTRATOR** \_\_\_\_\_ **DATE** \_\_\_\_\_

---

---

**UNIT MEMBER’S GOAL, INCLUDING STANDARD:**

---

---

---

**RECOMMENDATIONS AND COMMENDATIONS:**

---

---

---

---

---

---

---

☐ **Meets standard**      ☐ **Partially meets standard**      ☐ **Does not meet standard**

**DISTRICT’S GOAL, INCLUDING STANDARD:**

---

---

---

**RECOMMENDATIONS AND COMMENDATIONS:**

---

---

---

---

---

---

---

---

☒ Meets standard      ☐ Partially meets standard      ☐ Does not meet standard

**ADMINISTRATOR'S GOAL, INCLUDING STANDARD:**

---

---

---

**RECOMMENDATIONS AND COMMENDATIONS:**

---

---

---

---

---

---

---

☐ Meets standard      ☐ Partially meets standard      ☐ Does not meet standard

**OVERALL EVALUATION** (In accordance with Article 9 of the Collective Bargaining Agreement):

_____ Meets or exceeds standards	Continue employment without reservation.
_____ Needs improvement in no more than two standards	Improvement plan to be developed and implemented at the School site.
_____ Does not meet standards	Continue employment with an improvement plan which specifically addresses all standards which are not fully met. Must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available.
_____ Unsatisfactory	Referred to Assistant Superintendent, Human Resources, for appropriate personnel actions(s).

---

---

**UNIT MEMBER'S SIGNATURE:**

**Unit Member's signature acknowledges receipt of the evaluation document and the District's compliance with Article 9.6 of the collective bargaining agreement. Acknowledgement of receipt shall not necessarily be construed as agreement with the content of the evaluation. The Unit Member shall have the right to initiate a written reaction or response to the formal evaluation summary and such response shall become a permanent attachment to the Unit Member's personnel file.**

\_\_\_\_\_  
Unit Member's Signature

\_\_\_\_\_  
(Date)

**ADMINISTRATOR'S SIGNATURE:**

**In addition to your signature, please identify the date of the next annual evaluation.**

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
(Date)

**DATE OF NEXT ANNUAL EVALUATION:** \_\_\_\_\_

**SANTA ROSA CITY SCHOOLS**

**OPTION 2-A EVALUATION  
GROWTH PLAN**

*(To be completed by the Unit Member by October 1st)*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator: \_\_\_\_\_

I. Professional Goal(s) and guiding questions related to the CSTP

II. Plan

III. Support Needed

IV. Expected Outcomes

V. Evidence

Form: OPTION 2-A

(Copies: Personnel File, School, Unit Member)



**SANTA ROSA CITY SCHOOLS  
OPTION 2-B EVALUATION  
MID-YEAR PROGRESS REPORT**

*(To be completed by the Unit Member by February 15<sup>th</sup>)*

UNIT MEMBER'S NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_  
*(Please Print)*

Administrator's Name: \_\_\_\_\_  
*(Please Print)*

Assignment: \_\_\_\_\_

(Use space provided below or attach additional sheet if necessary).

1. Reflect on what you said you would do in your Growth Plan. Are you on target for completing your identified goal(s)? Identify any procedural problems or support needs you might have.

2. How has this process influenced your teaching and student learning? What adjustments, if any, have you made in your goal(s) as a result of this process?

\_\_\_\_\_

*Date of Conference*

---

*Administrator's Signature*

---

*Date*

---

*Unit Member's Signature*

---

*Date*

A copy of the mid-year report shall be submitted to Unit Member's principal by February 15th.

Form: OPTION 2-B

(Copies: Personnel File, School, Unit Member)

**SANTA ROSA CITY SCHOOLS**  
**OPTION 2-C EVALUATION**  
**END-OF-YEAR ASSESSMENT REPORT**  
*(To be completed by the Unit Member)*

I. Evidence and Description of Goal Completion:

II. Self-Assessment Including Recommendation for Continued Professional Development:

III. Comments:

---

Unit Member's Signature

---

Date

---

Administrator's Signature

---

Date

Form: OPTION 2-C

(Copies: Personnel File, School, Unit  
Member)

**SANTA ROSA CITY SCHOOLS**

**OPTION 2-D  
ALTERNATIVE EVALUATION RECORD**

Administrator submits the original, signed copy of the Alternative Evaluation Record to Human Resources.

1. Unit Member's Name: \_\_\_\_\_
2. School: \_\_\_\_\_
3. Administrator's Name: \_\_\_\_\_
4. End of Year Unit Member Assessment Report, submitted to Administrator, including:
  - factual description of what was done
  - self-assessment of what was accomplished
  - Unit Member's recommendation for continued professional development during the next, non-evaluation year

Date Report Received by Administrator: \_\_\_\_\_
5. End of Year Conference with Administrator to:
  - hold an open and honest collegial conversation regarding the Unit Member's professional development effort
  - assess what worked and what did not
  - identify what the Unit Member might want to do the following year for his/her continued professional development

Date of Conference: \_\_\_\_\_
6. Administrator shall provide written comments, validations and recommendations, as appropriate (*use space provided below or attach additional sheet if necessary*).

Administrator's Signature (*please initial either A, B, or C*):

\_\_\_\_\_ A. Affirms the Unit Member's meeting the good faith procedural requirements of the evaluation process.

OR

\_\_\_\_\_ B. Indicates the Unit Member did not meet the good faith procedural requirements of the evaluation process (explanation and substantiation required). The Unit Member is required to complete the formal evaluation next year.

OR

\_\_\_\_\_ C. Affirms the Unit Member's meeting the good faith procedural requirements of the evaluation process, however, the Unit Member is required to complete the formal evaluation next year (written explanation required).

\_\_\_\_\_  
*Administrator's Signature*

\_\_\_\_\_  
*Date*

8. Unit Member's comments may be added (use space provided below or attach hereto).

9. Unit Member's signature indicates the report has been received and read.

\_\_\_\_\_  
*Unit Member's Signature*

\_\_\_\_\_  
*Date*



## FIVE-YEAR CERTIFICATED EVALUATION PLAN

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

Employee Name (Print) Position

FROM: \_\_\_\_\_

Employee Name (Print) Position

Administrator Name (Print) School Site or District Dept.

SUBJECT: **Five-Year Certificated Evaluation**

*Your next evaluation is tentatively scheduled for 2021-2022, subject to the provisions of Article 9.1.5 of the collective bargaining agreement:*

9.1.5 A unit member shall be evaluated no later than the fifth year following the last formal evaluation.

Participation in the five-year evaluation cycle can only occur if the evaluator and certificated unit member mutually agree and the unit member meets the following criteria:

- 1) has permanent status;
- 2) has been employed by the District for at least 10 Ten years as a permanent certificated employee;
- 3) is highly qualified as defined in 20 U.S.C. Section 7801;
- 4) has during the immediate preceding five (5) years only been evaluated as meeting or exceeding standards, (Level 1);
- 5) The unit member or evaluator may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Cc: Human Resources Technician Personnel File

18-19 5 Year Evaluation Plan for 2021-2022



UNIT MEMBER EVALUATION SUMMARY

2018-2019

	WHICH OPTION IS AVAILABLE FOR EACH UNIT MEMBER	OPTION 1 OPTION2 5 YEAR		OPTION 1 PROFESSIONAL GOALS		OPTION 1 CERTIFICATED OBSERVATION REPORT		INFORMAL OBSERVATION NOTES (OPTION 1 AND OPTION 2)	OPTION 1 PERMANENT CERTIFICATED EVALUATION FORM		OPTION 2 END OF YEAR ASSESSMENT REPORT		OPTION 2 ALTERNATIV E EVALUATIO N RECORD	
		Required	Deadline	Required	Deadline	Required	Deadline		Required	Required	Deadline	Require	Deadline	Requ
OPTION 1	Temps, Probs, Perms with less than 4 years experience, Perms not meeting standards	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used	September 25 (30 school days) (9.3.3)	Yes	October 10  (9.3.2)  6th week of assignment for newly assigned staff (see Note 1)	No	N/A	Yes, at least 2 formal observations and informal observations. Can also include notes from meetings, collaboration, professional learning (9.3.4.2)	Yes	No later than 30 calendar days prior to the last school day on the school calendar (9.2.14)	NA	NA	NA	NA
OPTION 2	Unit member's choice if permanent and minimum of 4 preceding years of meeting or exceeding standards	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used	September 25 (30 school days) (9.3.3)	Yes	October 1: unit member notifies intent to use Option 2 (9.4.2) October 10: unit member provides written proposal for Option 2 (9.4.2.2) - Meeting held Oct 15 (9.4.2.1)	Yes	February 10: Unit member submits Mid-Year Progress Report (9.4.3)  February 15: Option 2 Mid-year Progress Report meeting (9.4.3)	Yes, minimum of 2 interactive meetings	No	NA	Yes	Turn in no later than 35 calendar days prior to the last day on the school calendar (9.4.3.1)(or nearest workday) Meet no later than 30 calendar days prior to the last school day on the school calendar (9.4.3.3)	NA	NA
5 Year Evaluation 9.1.5	Administrator's approval required if permanent unit member meets criteria: deemed "highly qualified" employed 5 years, meets or exceed standards in previous evaluation.	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used	September 25 (30 school days) (9.3.3)	Yes	October 1: Unit member notifies administration of request for 5 year Evaluation (9.1.6)	No	(9.4.3)	Not required but is OK	No		Only if informal obs, written feedback and conferences show unit member is not meeting	May 1	Yes	
SEND FORM TO HR AT END OF YEAR:				Yes		No		No	Yes		Yes		Yes	

NOTES:

1. The timeline for the "Evaluation Goal Setting Conference" may be extended by the evaluator, as dictated by program need, but in no case shall the goals be submitted later than 6 weeks after the unit member's assignment has begun.

2. All forms are available on the district's intranet web site at "Forms and Docs" and under Human Resources

3. Copies of all forms should be kept by the administrator in the unit member's site file. Only the Option 1 Permanent Certificated Evaluation Form and Option 2 the End-of-the Year Assessment Report should be sent to HR

## ARTICLE 13: TRANSFERS AND REASSIGNMENTS

### ARTICLE 13: TRANSFERS and Reassignments

#### 13.1 For purposes of this Article, the following definitions apply:

1. Assignment – Assignment is the initial placement of a bargaining unit member in a specific elementary grade level or a secondary academic department(s) at the school site or district program by the administration.
2. Reassignment – Reassignment is the change in work location of a bargaining unit member in a different elementary grade level or a secondary academic department(s) from that presently held within their school or district assigned program.
  - a. A reassignment may be initiated by a unit member ("voluntary") or by the District ("involuntary").
  - b. A unit member assigned to more than one work site shall be considered as being reassigned only when moved from one District-wide program to another program.
3. Transfer – Transfer is the relocation of a bargaining unit member from one site or program to another site or district program (such as a library media teacher being placed in a classroom or a TOSA being placed back in a classroom).
  - a. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").
  - b. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program.
4. Vacancy- A position requiring certification qualifications which is unoccupied by a unit member in the bargaining unit.
5. Seniority – The length of service of a bargaining unit member based on the first day of paid service to the District as a probationary employee pursuant to the California Education Code.

#### 13.2 Voluntary Transfer

- 13.2.1 A member of the unit may request, in writing, a transfer from one work site to another.

These transfer requests may be submitted at any time and shall remain active until August 1 of each school year. It will be the responsibility of the Unit member to be informed of the available open positions in the District which will be posted on line at the District website and through EdJoin.
- 13.2.2 The request for transfer will be sent to the Human Resources Office with a copy to the appropriate administrator at the unit member's work site. A conference shall be held at



the request of the member of the unit or the Human Resources Office in order to discuss the request.

13.2.3 A position which is declared vacant for the coming year will be posted on the District website and EdJoin by the Human Resources Office within a week of being declared vacant

13.2.4 Notice of a vacant position shall be posted for at least five (5) calendar days, except during the months of June & July when vacant positions shall be posted for ten (10) calendar days. The District shall not fill a vacancy before the closing date set forth in the notice, provided, however, that the District may, in its discretion, extend the closing date.

13.2.4.1 Permanent certificated unit members who have satisfactory evaluations will be interviewed either at the close of the first advertisement or if the advertisement is extended for a period of time, they would be interviewed at the closure of the advertisement.

13.2.5 For purposes of selection between two (2) or more interviewees, the District shall consider the training, major and minor fields of study, credentials, experience, competence, length of service in the school and in the District, past evaluations and attitude of each interviewee.

13.2.6 When the District has considered two (2) or more interviewees to be equal on the basis of training, major and minor fields of study, credentials, experience, competence, length of service in the school and in the District, and past evaluations for each interviewee, the unit member with the most District-wide seniority shall be selected for the vacant position. 13.2.7 Unit members interviewed shall be notified within five (5) workdays of the decision.

### 13.3 Involuntary Transfers

13.3.1 Involuntary transfers shall be identified by the Superintendent or designee and shall be based on the following:

(a) declining enrollment;

- (b) filling a vacancy(s);
- (c) accommodating the special staffing needs and/or requirements of any school(s) or department(s);
- (d) reduction or termination of a program(s);
- (e) initiation or expansion of a program(s);
- (f) staffing shortages or surpluses within schools and/or departments;
- (g) closing of schools;
- (h) shall be made only for good reasons, which shall not be arbitrary or capricious.

13.3.2 Except for transfers pursuant to Section 13.3.1(h) herein, the unit member with least District-wide seniority shall be transferred from among those employees who are deemed to be equally qualified for the positions at the site where the transfers were initiated and for the positions at the site where the transferees are to be placed.

13.3.3 Except for transfer initiated under Section 13.3.1(h) herein, a member of the unit who is to be involuntarily transferred shall have the right to indicate preferences from a list of vacant positions for which the unit member is qualified.

13.3.4 The Association and any member of the unit who is involved in a Section 13.3.1(h) transfer shall be informed by the Superintendent or designee of the reason(s) for the transfer. If the unit member requests, a conference shall be held with the Superintendent or designee.

13.3.5 To the extent administratively practicable and within the limits as set forth in Section 13.3.2 above, the District will not involuntarily transfer a unit member more than once in a two-school-year period.

13.3.6 An involuntary transfer shall not reduce the unit member's salary rate, eligibility for benefits, or accumulated illness leave.

13.3.7 Unit members involuntarily transferred to another site due to declining enrollment, staff shortages and/or the reduction or termination of a program shall have the right of

first consideration to return to their previous site in the event that there is a vacant position for which the unit member is qualified during the next calendar year.

#### 13.4 Reassignment

##### 13.4.1 Voluntary

13.4.2 A member of the unit may request, in writing, a reassignment from one grade level or content area to another. Reassignment requests may address the following criteria:

- (a) declining enrollment;
- (b) filling a vacancy(s);
- (c) accommodating the special staffing needs and/or requirements of any school(s) or department(s);
- (d) reduction or termination of a grade level section and/or program(s);
- (e) initiation or expansion of a grade level section and/or program(s);
- (f) staffing shortages or surpluses within grade levels, content areas in schools and/or district programs;
- (g) an interest by the bargaining unit member to explore a different grade level and or content as a result of new learning and/or certifications

13.4.3 The request for reassignment will be sent to the appropriate administrator at the unit member's work site. A conference shall be held at the request of the member of the unit or the site administrator in order to discuss the request pursuant to the criteria for reassignment.

13.4.4 A reassignment which is declared vacant for the coming year shall be advertised for at least three five (5) working days within the site and on the school's website prior to filling the vacancy from the outside, provided that the vacancy occurs prior to the start of the school year.

13.4.4.1 All unit members shall be notified of any vacancies which occur after the start of the school year begins for possible reassignment and shall have (2) two working days to

notify the site administrator regarding interest in reassignment.

13.4.4.2 After the start of the school year, unit members may request a reassignment when either a vacancy for reassignment occurs or when they feel a different reassignment may best serve the instructional needs of the school and or district.

13.4.5 Consideration for reassignments shall be given to unit members who have been teaching in the same and/or similar assignment for multiple years and have requested voluntary reassignment.

13.4.5.1 Permanent certificated unit members who have satisfactory evaluations shall be afforded priority consideration for voluntary reassignment.

13.4.5.2 For purposes of selection between two (2) or more interviewees, the District shall consider the training, major and minor fields of study, credentials, experience, competence, length of service in the school and in the District, past evaluations and attitude of each interviewee.

13.4.6 When the District has considered two (2) or more interviewees to be equal on the basis of training, major and minor fields of study, credentials, experience, competence, length of service in the school and in the District, and past evaluations for each interviewee, the unit member with the most District-wide seniority shall be selected for the vacant position.

13.4.7 The criteria for voluntary reassignment shall be equitable and shall be based upon the following:

- a. Site and or program learning and instructional needs
- b. appropriate credential/qualifications/certifications
- c. appropriate and relevant experience to perform the job
- d. demonstrated commitment to and evidence of professional growth and collaboration
- e. effective evaluations and job performance

13.4.8 Unit members interviewed shall be notified within three (3) workdays of the decision.

### 13.5 Involuntary reassignment

13.5.1 Involuntary reassignment is not disciplinary and/or punitive. In the event that no unit member volunteers for a reassignment within a grade level, content area and/or district program, then involuntary reassignment process will be initiated to fill the needed vacancy. Involuntary reassignment shall be identified and decided by the Superintendent or site/program administrator and shall be based on the following:

- (a) declining enrollment;
- (b) filling a vacancy(s);
- (c) accommodating the special staffing needs and/or requirements of any school(s) or department(s);
- (d) reduction or termination of a grade level section and/or program(s);
- (e) initiation or expansion of a grade level section and/or program(s);
- (f) staffing shortages or surpluses within grade levels, content areas in schools and/or district programs;
- (g) closing of schools;
- (h) shall be made only for good reasons, which shall not be arbitrary or capricious.

13.5.2 The unit member with least District-wide seniority shall be reassigned from among those employees who are deemed to be equally qualified for the positions at the site where the reassignment occurs.

13.5.3 A unit member who is to be involuntarily reassigned shall have the right to indicate preferences from a list of vacant positions for which the unit member is qualified and for which there is a reassignment vacancy.

13.5.4 In no case shall a reassignment be initiated for without informing the unit member to be reassigned of the intent to reassign. The Association and any member of the unit who is involved in a reassignment process shall be informed by the Superintendent or designee of the reason(s) for the reassignment. If the unit member requests, a conference shall be held with the Superintendent or designee.

13.5.4.1 The unit member shall be informed upon their request that a meeting will be arranged within (3) work days after receipt of the notification of intent to reassign. The purpose of the meeting is to discuss the reason and rationale for reassignment based on the established criteria.

13.5.4.2 The unit member shall have the choice of having a representative at the meeting and a written record of the meeting will be transcribed and shared with the unit member within (5) working days of the decision to re-assign. The memorandum will include the reasons and rationale for the reassignment and any rationale of the unit member opposing the reassignment.

13.5.5 The person to be reassigned will be notified of such reassignment within (3) three working days of the decision.

13.5.6 Unit members involuntarily reassigned due to declining enrollment, staff shortages and/or the reduction or termination of a program shall have the right of first consideration to return to their previous assignment in the event that there is a vacant position for which the unit member is qualified during the next calendar year.

13.5.7 To the extent administratively practicable the District will not involuntarily reassign a unit member more than once in a two-school-year period. For example:

Year 1: Re-assigned in December for remainder of year. Equals one-half year.

Year 2: Stays in re-assignment. Or applies for posted vacancy. Equals 1 ½ years.

Year 3: Stays in re-assignment. Or applies for posted vacancy. Equals 2 years.

Year 4: Could be re-assigned.

OR

Year 1: Re-assigned prior to December. Equals one year.

Year 2: Stays in re-assignment. Or applies for posted vacancy. Equals 2 years.

Year 3: Stays in re-assignment. Or applies for posted vacancy. Could be re-assigned.

## ARTICLE 14: CLASS SIZE

### ARTICLE 14: CLASS SIZE

14.1 To ensure flexibility for programs to meet changing educational needs, constraints on class sizes shall be limited. District management shall provide the Association with data on class sizes and, where major discrepancies are identified, will provide the Board of Education with recommendations for reducing discrepancies. Team teaching, co-teaching, equalization of class sizes, number of preparations, and other alternatives shall be explored when major discrepancies are identified. The Association shall recognize that differences will exist among grade levels, subjects taught, course objectives, and number of students with learning problems when reasonable class sizes are established.

14.2 Prior to the establishment of class schedules at the secondary level and the grade level compositions at the elementary level, the site administrator will consult with the department chairpersons or elementary representatives selected by the elementary staff members. Such consultation shall involve reviewing means by which the class sizes can be made equitable.

14.3 In order to enhance the educational atmosphere of the classroom, to provide safe classroom conditions, and to attempt to equalize the workload among teachers, students within each school will be encouraged to enroll in classes with lower enrollments consistent with each student's educational program to attempt to equalize enrollment among sections.

14.4 Any member of the unit having a teaching load which is disproportionate to teaching loads and responsibilities of other teachers of the same type or grade level, may request that a standing committee investigate the situation and make recommendations to the Superintendent in an attempt to resolve the problem. Such committee shall be composed of three (3) members appointed by the Association and three (3) members appointed by the Superintendent or designee.

14.5 The following procedures will apply when a pupil with exceptional needs is mainstreamed into a regular instructional classroom:

- (a) The regular classroom teacher will be provided the opportunity to discuss with the principal and the appropriate **Educational Specialist** the reason for the placement, the

## ARTICLE 14: CLASS SIZE

special needs of the pupil, and the proposed duration of the placement.

### 14.6 Class Size Limits

14.6.1 The District shall observe the following class-size limits based upon enrollment:

- (a) Kindergarten - 33
- (b) Grades 1 through 6 - 32.
- (c) Grades 7 through 12 - 165 per teaching day for classes other than physical education, and 185 per teaching day in physical education classes, provided, however, that physical education teachers and coaches may request larger class sizes to accommodate coaching and instructional needs, in which case the 185- pupil limit shall not apply.
- (d) Special Education - The District will staff Special education at:
  - RSP (Educational Specialists) caseload: 28:1
  - SDC Caseloads: 15:1
  - SDC/SH (Moderate to Severe) caseloads: 12:1
  - Pre K-1 SH (Mild/Moderate and Moderate/Severe) caseload: 10:1
  - Educational Specialists (Formerly RSP/SDC: Mixed caseload with a min. of 7) 22:1
  - SLP (Speech/Language) elementary and Secondary caseload at 55
- Alternative Programs
  - Home and Hospital: 5:1
- (e) The district will staff English Learner Development courses in which the majority of students enrolled are designated ELD at 25:1 at Middle and High School and the district will staff Newcomer Courses at 16:1 (1-10 is part of an ELD section and 11-16 is a Newcomer section).
- Class size reduction to assist with A-G implementation in 9th Grade



## ARTICLE 14: CLASS SIZE

Math 1, 10th-12th Grade Math 1, English 1P, and 9th Grade Science  
(Living Earth and Earth Science)

o 28:1 class size

o The district will pay overages for every student over 28 if it is unable to fill the  
required positions

(f) In Senior high or middle school science lab class or CTE classes that require the  
use of potentially dangerous machinery or equipment (Culinary Arts, automotive  
technology, manufacturing, and construction technology) exceeding 33 students  
per instructional period, any overage would qualify for Article 14.6.3.

(g) Independent Study maximum caseload is twenty-five (25) students.

14.6.2 The above limits shall apply after the first fifteen (15) school days of the school  
year and the first five (5) days of the second semester at the secondary level.  
Band and Music classes shall be specifically excluded from the above limits.

14.6.3 If the above limits are exceeded; the individual classroom teacher shall be  
compensated at the rate of \$10.00 per pupil per day in excess of the above limits.  
If a teacher is voluntarily requesting a larger class size than the class size limits  
identified in Article 14.6, he/she must do so in writing by completing the Class  
Size Waiver form (Appendix G), thereby waiving provisions defined in Article  
14.6.3.

14.6.4 The District and Association will meet and confer regarding any statute or  
credential requirements that may require changes in class size requirements.

## ARTICLE 16: COMPENSATION

### ARTICLE 16:    COMPENSATION:

#### 16.1    Wage Adjustments

All time cards must be turned in to the administrator or designee by 4:00 PM on the last work day of the month. The District will be assessed interest and penalty charges from STRS for late reporting of STRS earnings. These interest and penalty charges will be passed on and deducted from a unit member's pay if a unit member turns in a time card late causing the District to report the pay in arrears to STRS and be penalized. The deduction will occur as soon as the amount due can be determined.

#### 16.2    Fringe Benefit Insurance

16.2.1    The current district contribution for the district sponsored medical plan is presented as part of total compensation package shared in supplemental document) per full time unit member per school year (prorated for part time. There is no cash in lieu if the employee does not sign up for the District Medical Plan. There is no provision for the District to provide compensation for vision benefits.

16.2.2    The cost of dental and life insurance will be negotiated on an annual basis.

16.2.2.1 For part-time employees, who are qualified and are enrolled in the districts dental and/or life insurance programs, the District shall pay the carrier a fractional amount equal to the fraction of hours worked to full-time employment, only if the part-time employee contributes by payroll deduction an amount equal to the balance.

16.2.3    Change in marital status and/or eligible dependents shall be reported to the Human Resources Office on the appropriate forms no later than 30 days from the event Overpayment of benefit entitlements, as defined in Articles 16.2.2 and 16.2.2.1, shall be the unit member's responsibility and shall be payable to the District within thirty (30) days.

16.2.4    The Board shall not reduce the dollar support for dental and employee life insurance coverage during the term of this Agreement.

## ARTICLE 16: COMPENSATION

16.2.5 Employee/Employer Health Benefit Programs Advisory Committee may hold regular scheduled meetings as ajenized by the Advisory Committee for the purpose outlined herein.

16.2.5.1 The purpose of the Employee/Employer Health Benefit Programs Advisory Committee shall be to:

- (a) Monitor the implementation of health benefit programs.
- (b) Assess the representative/non-representative employees' satisfaction with existing health benefit programs.
- (c) Review existing, as well as other possible health benefit program options.
- (d) As required, Committee representatives will provide information and/or recommendations to their representative/non-representative employee organizations for consideration during their scheduled negotiations or meet-and-confer process.

### 16.3 Salary Schedule Regulations

16.3.1 Placement on schedule of unit members new to the District shall be by Board policy not subject to the terms of this Agreement. Placement of continuing unit members shall be by professional growth year defined as beginning July 1 and ending June 30. Only growth units earned prior to June 30 shall be used to meet professional-growth requirements for placement on schedule for the following school year.

16.3.2 Unit members shall qualify for salary-schedule class advancement when the unit member earns the applicable number of salary units and/or advanced degree in accordance with the Professional Growth Guidelines. The unit member's salary shall not be adjusted to reflect any class advancement until he/she has filed with the Human Resources Office official transcripts or other acceptable documentation that the salary units and/or degree were earned by June 30<sup>th</sup> for advancement in the first semester. Such documentation

## ARTICLE 16: COMPENSATION

must be received by August 1<sup>st</sup> of the year of class advancement. Documents received after August 1<sup>st</sup> will be held for advancement in the second semester window period. The second semester window period will cover units and/or degrees earned by September 30<sup>th</sup> with all documentation due by December 1<sup>st</sup>. Salary schedule advancement will begin with the second semester.

16.3.3 A unit member receiving two (2) successive overall unsatisfactory evaluations shall not receive any step advancement until the unit member's overall evaluation is satisfactory; provided, however, any unit member who receives two (2) successive overall unsatisfactory evaluations may, at the unit member's sole discretion, submit his or her most recent evaluation to the Superintendent or the Superintendent's designee for final review. The Superintendent shall not designate any person who participated in the evaluation of the unit member as the reviewer.

16.3.4 Acceptable salary units must relate to the unit member's assignment and shall be taken to improve skills and/or performance. If a unit member wishes to pursue a program of studies that would lead to the development of expertise related to areas normally required of positions with this District, a program of studies shall be approved by the Professional Growth Committee prior to the beginning of the study. All courses offered by schools or departments of education need not require prior approval.

16.3.5 Members of the unit may qualify for step advancement only if they have been employed by the District for 75% or more of the days schools are in session.

16.3.6 Unit members who do not have thirty (30) units beyond the Bachelor's degree are placed at Class 1 Step 1. These unit members shall be held at Class 1 Step 1 until they have attained thirty (30) units beyond the Bachelor's degree following the Salary Placement Guidelines.

16.3.7 During the month of September, the District will provide an Employee Notification Letter that outlines the voluntary and involuntary deductions that are known to the District at that time.

## ARTICLE 16: COMPENSATION

### 16.4 Retirement Incentive Programs

Unit members who choose to retire early may elect to participate in one of the following retirement incentive programs:

16.4.1 Upon request, the District will allow a unit member to reduce his/her workload from full-time to part-time duties subject to review and approval by the Board pursuant to the following regulations:

- (a) The unit member must have reached the age of 55 prior to reduction in workload.
- (b) The unit member must have been employed in the District full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment. A leave of absence is not a break in service as that term is defined by the State Teachers' Retirement System.
- (c) The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member. The District will set the schedule based on the FTE and also that any changes will be made only by approval from the District.
- (d) The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the unit member makes payments that would be required if remaining in full-time employment. The unit member shall receive health benefits as provided in the Government Code in the same manner as a full-time employee, as well as other benefits that the member is entitled to under this part, based upon the compensation that the member would have received if the member had been employed on a full-time basis, as defined in Education Code sections 22713(a) and 44922(e). Any health and vision benefit

## ARTICLE 16: COMPENSATION

subsidy paid by the District as part of a reduced work load will be prorated according to the position worked.

For unit members who qualify for the Board-approved Reduced Workload Early Retirement Incentive Program, the district shall pay the pro-rata cost of medical and vision benefits based on the difference between full-time employment and the unit member's current assignment. The unit member shall pay his or her pro-rata share of the cost of medical and vision benefits. The district contribution shall be based on the level of benefits selected by the unit member during a regular open enrollment period. The only exception shall be if a change of life status event occurs. For example:

1. Unit member works 60% for the entire school year: Unit member pays 60% of the cost of medical and vision benefits under the Section 125 Plan and the district pays 40% of the cost of such benefits.
2. Unit member works 100% for one semester: Unit member pays cost of medical and vision benefits under Section 125 Plan during the semester worked and the district pays for the same level of medical and vision benefits during the semester not worked.

- (e) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.

16.5 Upon request, the District will allow a unit member to retire early and continue to participate in the District health benefit programs subject to review and approval by the Board pursuant to the following regulations (SRTA 12-13 #8 TA Appendix B-1):

- (a) The unit member must have reached the age of 55 prior to retirement.
- (b) The unit member must have been employed in the Santa Rosa City Schools District full-time in a position requiring certification for at least fifteen (15) cumulative years.

## ARTICLE 16: COMPENSATION

Regularly employed unit members working part-time must work enough years to equal fifteen years at full-time service in order to qualify for retiree benefits. For example, a unit member who worked 0.8 FTE would need to work 18.75 years to qualify for a District contribution for health benefits. Designated Hourly employees whose retirement is effective on or after July 2, 2013, shall be eligible under these provisions.

(c) The unit member must have retired from the District and be a participant in the State Teachers' Retirement System.

(d) The unit member must have been enrolled for the five (5) years immediately prior to retirement in the District's medical, dental and/or vision group, or alternative applicable group benefit plan(s) sponsored by another employer.

(e) The District will contribute a portion of the health premium cost until age 65 for qualifying unit members as follows:

The contribution paid by the District at the time of retirement shall remain constant thereafter until the unit member becomes eligible for Medicare, secures employment elsewhere where insurance coverage is provided, reaches age 65, or upon the death of the employee, whichever occurs first. At that time, the District contributions toward health benefits shall cease.

### Medical Plan

1. For those unit members starting on the District Retiree Medical Benefit plan on or after July 2, 2013, the constant contribution paid for by the District will be set at the single rate of the plan selected by the unit member not to exceed \$866.07. This maximum amount shall be adjusted annually by the average percentage change in retiree benefit rates for all single retirement plans offered by the District. The first annual adjustment shall be for retirements effective as of July 1, 2014. The adjustment will be calculated annually by the District to be effective July 1, and such calculation shall be shared with the Association. The maximum District contribution will be effective for all

## ARTICLE 16: COMPENSATION

1                   retirees retiring in that plan year. The District contribution shall remain constant and the  
2                   unit member will be responsible to pay any cost of the premium that exceeds the constant  
3                   amount determined at retirement.

### 4                   Dental Plan

- 5                   1.       The District will pay the same percentage of the single dental premium as the contract  
6                   provides for active employees from the time of retirement until age 65, the unit member  
7                   secures employment elsewhere and insurance coverage is provided, or upon death,  
8                   whichever occurs first. This is for employee only. Retiree is responsible for dependent  
9                   coverage

### 10                  Vision Plan

- 11                  1.       The District will pay the percentage of the vision care premium for single coverage  
12                  according to the regular FTE of the unit member from retirement until age 65, the unit  
13                  member secures employment elsewhere and insurance coverage is provided, or upon  
14                  death, whichever occurs first. This is for employee only. Retiree is responsible for  
15                  dependent coverage.

- 16                  (f)       A retired unit member receiving retiree health benefits who returns to District  
17                  employment shall waive the pro-rata position of his or her retiree health benefits  
18                  attributable to medical and vision coverage based on the percentage of a full-time  
19                  position worked. The portion of retiree health benefits waived shall be restored upon  
20                  leaving District service provided that the Unit member is still eligible for such benefits. For  
21                  example, a retired unit member who returns to teach one period a day would be required  
22                  to waive 20% of his or her retiree benefits attributable to medical and vision coverage.

### 23                  16.6       Extra-Duty Pay

- 24                  16.6.1    Certain duties related to student activities and conducted on a regular basis after regular  
25                  working hours shall be assigned by the District. Except for coaching positions, principals  
26                  may appoint members of the unit to these extra-duties pay positions approved by the  
27                  District. Currently approved positions are listed on the Extra-Duty Pay Schedule



## ARTICLE 16: COMPENSATION

(Appendix F).

16.6.1.1 Extra duty compensation shall be determined as a percentage of \$42,670 adjusted annually, in those years of increase, by the same percentage adjustment applied to the Certificated Salary Schedule.

16.6.2 Extra-duty coaching assignments shall be paid upon successful completion of the duty. Other extra-duty assignments shall be paid in two (2) equal installments, December and May of the school year in which the service is successfully performed, in accordance with the pay schedule for extra-duty assignments.

16.6.3 Elementary Lead Teacher Program.

The Elementary Lead Teacher Program is designed to provide site administrators with assistance in non-evaluative school-support areas and to give elementary teachers who aspire to become administrators a venue in which to gain practical experience. The positions will be considered voluntary. The site members may opt to recommend to the principal a unit member to serve as Lead Teacher by a vote of the staff members. The school Principal will make the final selection.

16.6.3.1 Job duties of the Elementary Lead Teacher position are outlined in (Appendix J).

16.6.3.2 The annual compensation for the Lead Teacher position will be \$5,949 for work before and after the school day and during breaks and lunch adjusted annually at the same percentage as applied to the salary schedule during the annual negotiation process.

16.6.3.3 Although release days are not provided, if the site administrator feels there are extenuating circumstances, they may request such time through the Assistant Superintendent of Human Resources.

16.6.4 Elementary Music-Lead Teachers

Unit members serving as Elementary Music Lead Teachers shall receive an additional annual stipend in the amount of 2.1% of Class I, Step 3.

16.6.5 Outdoor Education (Elementary)

## ARTICLE 16: COMPENSATION

Classroom teachers who participate in the elementary schools' Outdoor Education Camp Program shall receive a stipend of fifty dollars (\$50) for each overnight stay at camp and mileage, if authorized by the District.

### 16.6.6 Substituting During Regularly Scheduled Preparation Period

If the District determines there are not adequate half-day or full-day substitute teachers, as related to Articles 11.1 through 11.4.2, and 11.8 through 11.9.2, principals can request if any of their existing teachers are interested in substituting during their regularly scheduled preparation period to assist in covering teaching vacancies as defined in the aforementioned articles of the collective agreement between the District and Association.

For any teacher volunteering to substitute, he/she will be paid \$40.00 per secondary class period.

One-half of the amount shall apply to elementary 30-minute class periods. Payments will be made consistent with the supplemental payroll requirements and monthly timelines.

16.6.7 This payment is contingent upon the receipt of appropriate funds from the State as set forth in Education Code Sections 48431.6 and 48431.7. In the event of a reduction of funds as set forth in the aforementioned Education Code sections, the status quo shall be defined as that which existed on January 1, 1983. If the rate per student for this program is increased, the Association shall have the right to reopen negotiations concerning the stipend to be paid.

### 16.7 Counselors' Pay

16.7.1 Counselors' salaries are established in accordance with the following indices applied to the unit member's placement on the Certificated Salary Schedule:

Full Time	6 periods	1.08
	5 periods	1.07
	4 periods	1.06

## ARTICLE 16: COMPENSATION

3 periods 1.05

2 periods 1.04

16.7.2 Elementary counselors work year shall be one hundred ninety (190) days. Secondary counselors work year shall be one hundred ninety-five (195) days. The salary schedule will be adjusted to account for the increase the number of work days at per diem rate.

16.7.3 The average Site counselor: pupil ratio is 1:500. Special Day Class students at the secondary level will be included in the counselors' ratio.

### 16.8 Department Chairpersons' Pay

16.8.1 Department Chairperson positions will be considered voluntary. The site members may opt to recommend to the principal a unit member to serve as Department Chair by a vote of the Department members. The school Principal will make the final selection.

16.8.2 Members of the unit who are appointed to serve as department chairpersons shall receive compensation in addition to their regular teacher's salary.

16.8.3 Compensation shall be determined as a percent of Class I, Step 4, of the Certificated Salary Schedule in accordance with the following schedule:

No. of Class Sections Exclusive of Department Chairperson	Annual Advancement		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1 – 9	5.0%	5.3%	5.7%
10 - 24	6.1%	6.5%	6.9%
25 - 39	7.3%	7.7%	8.1%
40+	8.5%	8.9%	9.4%

16.8.4 In addition to the responsibilities as outlined in the Department Chair/Team Leader job description (Appendix I), Department Chair/Team Leaders, on an as-needed basis as deemed by the district, will be part of the interview teams during the annual Saturday job fair activity scheduled during the spring of each school year. The District will make a good-faith effort to equitably assign Department Chair/Team Leaders to the job fair.

### 16.9 Psychologists' Pay / Speech and Language Pathologist's and Nurses' Pay and Work Calendar

## ARTICLE 16: COMPENSATION

16.9.1 Salaries for Psychologists and Speech and Language Pathologists and Nurses are established using the Attached Appendix Salary placement Schedule. The work calendar for these unit members shall be 195 days. Nurses working to clear the School Nurse Credential will receive \$6,000 for the equivalent to the amount the District pays for new teachers working to clear their credential through BTSA for the purpose of tuition reimbursement (SRTA 17-18 #20 MOU).

### 16.10 Library Media Teachers' Pay

Salaries for Library Media Teachers shall be by placement on the Certificated Salary Schedule. Library Media Teachers shall, at the discretion of the site administrator, work up to an additional five (5) days per year at either the beginning or end of the school year, which shall be mandatory (i.e., at the sole discretion of the site administrator). The District shall give Library Media Teachers reasonable advance notice of such assignments. Compensation for additional days worked shall be prorated at the Library Media Teacher's annual rate.

### 16.11 Teacher Travel

16.11.1 Members of the unit who are authorized to use their automobiles in the performance of their duties or for out-of-district approved conferences shall be reimbursed for actual mileage traveled, exclusive of home-to-school travel, and the approved rate per mile shall be the approved Internal Revenue Service rate in effect at the time of the trip.

16.11.2-Classroom teachers who are required to travel between schools on a regular daily schedule will be compensated at the adult-education hourly rate on the basis of thirty (30) minutes for each one-way trip. The purpose of such pay is to compensate for loss of time for lunch, rest breaks, or preparation period.

16.12 Home and Hospital teacher's mileage shall be computed using the Home and Hospital Office as a daily starting point.

### 16.13 Recess/Brunch Assigned Duties

Elementary teachers who are assigned morning and afternoon recess duty, and middle school and Ridgway High School teachers, who are assigned nutrition break duty, will be compensated at the rate of \$10.00 per twenty (20) minutes. Before and after school assigned supervision duties are

## ARTICLE 16: COMPENSATION

not compensated.

The elementary and middle schools will still have a master recess schedule and teachers for the aforementioned duties will maintain their own time cards and submit them to the principal at the end of each month work is performed. If a time card is not submitted, the compensation is forfeited. If a teacher opts to take another teacher's duty at the beginning of each semester, he/she will receive the compensation for time actually worked; but if he/she is absent, the substitute teacher could perform the duty without extra pay. If no substitute teacher is available, the teacher on the assigned schedule will complete the duty and be compensated.

16.13.1 Human Resources will request that elementary and middle school principals establish the duty schedules and, at that time, poll which teachers would be interested in doing paid brunch duty on an ongoing basis with the understanding if those teachers who step forward are absent, the duty would revert back to the teacher assigned on the master duty schedule.

16.14 Authorized district extended day pay, as well as authorized summer school pay (Grades K-12) shall be calculated as .0007975 of Class 1, Step 1 of the 2011 -2012 base Certificated Salary Schedule and, in those years of increase, increase by the same percentage as the adjustment applied to the Certificated Salary Schedule.

16.14.1 Any unit member who successfully completed the National Board for Professional Teaching Standards Certification Program (NBPTS) shall receive for the period of time certified with NBPTS an additional annual salary payment of \$2,500 and, subject to the approval of the State Teachers Retirement System as defined in the Employer Directive 00-01 of March 3, 2000, page 2, which states:

*Although there may be other national boards awarding such certifications, currently we are only aware of such a certification being awarded from the National Board for Professional Teaching Standards (NBPTS). This certification is granted for the completion of rigorous criteria established by NBPTS.*

## ARTICLE 16: COMPENSATION

does become part of the unit member's annual salary.

16.15 On occasion, a full-time (1.00 FTE) secondary classroom teacher may volunteer to assume an additional instructional period on the master schedule for which the students are assigned to the unit member, and the procedure for payment is stipulated in Article 16.15.1.

16.15.1 If the Superintendent recommends and the unit member accepts and the Board approves a semester or a full year regular scheduled teaching assignment ("zero" period, 7<sup>th</sup> period or during regular scheduled prep period), the unit member will receive a supplementary stipend of one-sixth (1/6) of his/her base salary for the semester/school year that he/she has been assigned.

16.15.2 Both parties agree that the extra-duty assignment is temporary and not subject to the assignment/transfer articles (Articles 13 – 13.2.7) of the collective bargaining agreement.

16.16 Unit members will receive three (3) days of release time for packing and unpacking for an involuntary transfer from one classroom to another on the same school site, or to another school site. If the transfer is made during the non-work year, unit members will receive eighteen (18) hours-paid time, paid at the extended day rate. Physical moving of materials is both voluntary and involuntary transfers shall be done by appropriate staff. Voluntary transfers made at the request or preference of the unit member will not be compensated.

**Department Chairperson Index (DRAFT)**  
**2019-2020**

**BASE AMOUNT:                \$57, 302.35 (includes 3% increase)**

<u># of Sections</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1-9	\$2865.37 5.00%	\$3037.07 5.30%	\$3266.34 5.70%
10-24	\$3495.64 6.10%	\$3724.88 6.50%	\$ 3954.15 6.90%
25-39	\$4183.42 7.30%	\$4412.69 8.10%	\$4641.96 8.10
40 +	\$4870.22 8.50%	\$5099.49 8.90%	\$5386.33 9.40%

**Secondary Dept. Chairs at each site:**

Mathematics
Social Science
English
Science
WOLA (HS) Only
Electives (MS only)
Physical Educations
Special Education (SDC, RSP)
Counselors
CTE (HS)
VAPA (HS)

<b><u>District Wide Dept. Chairs:</u></b>
Elementary RSP
Elementary SDC
Elementary Counselors
Autism Program
Emotional Program
Severely Handicapped – Elementary, Middle, High
School Psychologists
Speech and Language Pathologists (SLP)
Nurses
Adaptive PE

\* Teachers co teaching or teaching an ALD course will have that section count towards their Dept. Chair content.

Co-teaching example: Special Ed and English Language Arts co teaching a section: Special Ed will count the section towards their Dept. Chair allocation, and English Language Arts will also count the same section towards their Department. Chair allocation.

ALD Example: PE teacher teaching an ALD section will count the section towards their Dept. Chair allocation for PE or for English Language Arts, as chosen by the teacher teaching the ALD section.

\*\* Counseling allocations include all types of counseling classifications.

\*\*\* #1 FTE = 5 sections for this calculation

NOTE: as in 16.8.3, "Number of Class sections exclusive of Dept. Chairs"

Board approved: TBD

Effective Date: July 1, 2019

SS/rj 19-20 Dept. Chairperson Index - Board Approved TBD