



Agreement Between
Rohnert Park Cotati Educators Association
and
Cotati-Rohnert Park Unified School District

July 1, 2024 through June 30, 2027



COTATI-ROHNERT PARK
UNIFIED SCHOOL DISTRICT

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ARTICLE 1. AGREEMENT

1.1. Parties to Agreement

1.1.1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Cotati-Rohnert Park Unified School District (“Employer” or “Board” or “District”) and the Rohnert Park Cotati Educators Association / California Teachers Association / National Education Association (“Association”), the employee organization.

1.2. The Rodda Act

1.2.1. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 – 3549 of the Government Code.

ARTICLE 2. RECOGNITION

2.1. The Exclusive Representative

The Board recognizes the Association as the exclusive representative for all the employees in the unit set forth below:

“All regular full-time certificated personnel and part-time certificated personnel and those temporarily contracted certificated personnel employed for one semester or more, excluding management, confidential and supervisory personnel, long and short term substitutes, and adult education teachers.”

2.2. Temporary Certificated Employees

When determining whether an employee’s status shall be temporary, the following California Education Codes shall apply:

44909	Employment of Credentialed Instructors under Contract in Categorically Funded Projects of Indeterminate Duration: Attainment of Permanent Status
44917	Classification of Substitute Employees; Temporary Employment Deemed Probationary Employment
44918	Substitute or Temporary Employee Deemed Probationary Employee; Reemployment Rights
44919	Classification of Temporary Employees
44920	Employment of Certain Temporary Employees; Classification
44921	Employment of Temporary Employees; Reemployment Rights
44954	Release of Temporary Employees

2.3. “Seniority” Date and Status for Probationary and Temporary Certificated Employees

Seniority for probationary 1 and 2 employees is based on the first date of paid service in a probationary position. Probationary 1 and 2 employees who have worked at least seventy-five percent (75%) of the school year will advance to the next Probationary or Permanent status. A certificated employee who serves at least seventy-five percent (75%) of the number of workdays of the District as a temporary or Probationary 0 employee,

and then is employed as a probationary employee in the following school year, shall have as his/her seniority date the first day of paid service in the preceding year.

ARTICLE 3. PROCEDURE FOR EVALUATION

3.1. Definition

The “performance evaluation” is a provision which defines a procedure through which a Board of Education-approved designee of the Cotati-Rohnert Park Unified School District shall systematically evaluate unit member performance.

3.2. Rationale

The primary purpose of evaluation is to encourage and develop the highest professional competence by identifying/reinforcing strengths and identifying/assisting in the areas of need.

3.3. Statement of Need

1. Increase Student Achievement
2. Comply with SB813, the Stull Bill, and the California Education Code
3. Initiate an effective evaluation program that meets the needs of both beginning and experienced teachers
4. Align the evaluation process with the California Standards for the Teaching Profession

3.4. Evaluation Process

Temporary and probationary unit members shall be evaluated using the “Traditional Evaluation Process.” Permanent unit members may be evaluated through the “Traditional Evaluation Process” or, subject to the approval of their designated evaluator, through the “Alternative Evaluation Process.” Probationary and temporary unit members shall have an evaluation report at the end of each year. Permanent unit members shall have an evaluation report every other year. Permanent unit members who meet the criteria in Article 3.4.1 will have an evaluation report every five (5) years if mutually agreed upon by the employee and the evaluator.

The evaluation of a teacher shall be based on the current California Standards for the Teaching Profession.

A guide to understanding the evaluation report, which describes the expectations for teachers, shall be available to each unit member.

3.4.1. Highly Qualified Permanent Employees Evaluation Cycle

Beginning July 1, 2004, permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind (NCLB), and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years if the evaluator and certificated employee being evaluated agree. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, not later than September 15.

3.5. Pre-evaluation Conference

The unit member being evaluated and the designated evaluator shall meet prior to November 1 to discuss:

1. Type of evaluation process: Traditional or Alternative
2. Targeted California Standards for Teaching Profession
3. Mitigating circumstances
4. Material and instructional strategies to be used.

During the course of the evaluation period, circumstances may change which require modification of the original evaluation conference. The unit member may request the change to fit the different circumstances. These modifications shall stay within the limits established by the California Education Code, collective bargaining agreement, and the District Curriculum Guidelines.

3.6. Appeal of Evaluation Process

If the unit member and the designated evaluator do not reach mutual consent regarding the use of the Alternative Evaluation Process, the designated evaluator shall inform the unit member in writing of the reasons he/she does not consent to the alternative evaluation within three (3) working days of the Pre-Evaluation Conference.

- 3.6.1. The unit member may appeal the evaluator's decision to the Superintendent or designee within five (5) working days from date he/she receives the evaluator's decision.
- 3.6.2. The unit member must submit his/her appeal on the Evaluation Appeal Form, Appendix D. The unit member shall attach a copy of the evaluator's decision and any documentation that supports the unit member's appeal. The Superintendent or designee shall issue a response in writing within five (5)

working days from receipt of the appeal. The decision of the Superintendent or designee is final.

3.6.3. If there is not mutual consent between the unit member and the designated evaluator, the unit member shall be evaluated using the traditional evaluation process outlined in this article, unless the evaluator's decision is successfully appealed.

3.6.4. If the unit member's evaluation for that year is satisfactory, the unit member shall be permitted to elect an alternative evaluation option during his/her next evaluation cycle.

3.7. Traditional Evaluation Process

These procedures apply to all temporary and probationary unit members and those permanent unit members who are being evaluated with the traditional process.

3.7.1. Probationary and temporary unit members must select three (3) standards for goals.

3.7.2. Permanent unit members must select any two (2) standards.

3.8. Traditional Evaluation Procedures

Each unit member will be involved in at least two observations annually. These observations will be followed up by a Post-Observation Conference.

3.8.1. Observation Process

Scheduled observations shall be:

1. At least two (2) annually (fewer may be mutually agreed upon).
2. Duration of a minimum of 20 minutes.
3. Scheduled in advance (unless mutually agreed upon).

3.8.2. Pre-observation Activity

Prior to each scheduled observation, the unit member shall participate in either a "Pre-observation Conference" with his/her designated evaluator or shall complete the "Pre-observation Information Sheet" in lieu of an actual conference. The unit member shall identify which pre-observation activity he/she prefers during the annual pre-evaluation conference described in Article 3.5. The unit member may change his/her preference during the course of the evaluation process. If the unit member selects the "Pre-observation

Information Sheet”, the sheet shall be submitted to the designated evaluator at least one (1) day prior to the scheduled observation.

3.8.3. Classroom Observation Conferences

A conference between the observer and the unit member shall be held within five (5) working days after the observation to discuss the observation report prior to the preparation of the Classroom Observation Report. The unit member may waive the five-day timeline. The Observation Report shall be written after the Observation Conference and only those specific items discussed may be included.

3.8.4. Observation Reports

This confidential written report shall be prepared by the observer on the Classroom or Support Staff Observation Report Form (Appendix D or E) within five (5) working days after the Observation Conference. The unit member may waive the five-day timeline. This Observation Report shall be limited to items discussed during the most recent Observation Conference and shall give additional reference to previous Observation Reports if appropriate. The evaluator should take positive actions to assist the unit member in correcting and citing deficiencies. The evaluator’s role in assisting the unit member shall include, but not be limited to the following:

1. Provide specific recommendations for improvement.
2. Describe appropriate resources and assistance available.
3. Offer a time schedule to monitor progress.
4. Identify the areas of strength and is encouraged to utilize the commendation sections of the reports.

The District shall offer remedial assistance to any unit member receiving a negative Observation Written Report. Such assistance must be directly related to deficiencies.

Upon request, the unit member is entitled to an additional observation, Observation Conference, Observation Report, and remedial assistance.

3.8.5. The Final Traditional Evaluation Report

The written evaluation report completed by the evaluator will be provided to the unit member not later than twenty (20) working days before the last school day. A meeting will be held with the unit member before the last school day to discuss this written report.

These timelines shall apply to evaluation reports for all unit members being evaluated.

In preparing this report, the evaluator shall rely on data collected through classroom observations and post-observation conferences. Any deficiencies which may not have been brought to the attention of the unit member shall not be included in the final written evaluation. The written evaluation shall be placed on the Traditional Final Evaluation Report (Appendix D and E).

If disputes arise within this process, the unit member may attach a written statement to the final evaluation report.

3.9. Observation Reports and Positive Traditional Final Evaluation Reports

Observation Reports and Traditional Evaluation Reports shall be placed in the unit member's personnel file.

3.9.1. The Unsatisfactory Traditional Final Evaluation Report

When a unit member's overall performance does not meet expectations as shown on the Traditional Final Evaluation Report, a written improvement plan will be developed. An unsatisfactory evaluation includes:

1. Clear and factual information showing a pattern of teaching ineffectiveness.
2. Classroom Observation Reports clearly showing a pattern of ineffective results which are considered by the District as a major impediment to the unit member's effectiveness even after the remedial opportunities were made available by the District and participated in or declined by the unit member.
3. A clear statement of the area(s) where the improvement is needed.
4. Suggestions for improvement.
5. A record of past assistance offered to assist the unit member and results thereof.

3.10. Alternative Evaluation Option

Two alternative evaluation options are designed to provide permanent unit members with alternatives to direct their own professional growth.

3.10.1. Cooperative Professional Development

This option provides for a collegial process in which small groups (2-4) of unit members agree to work together for their own professional growth. They may observe each other's classes, give each other comments about those observations, and discuss common professional concerns. They may also collaborate in a range of other instructional activities (i.e. integrated thematic instruction, teaming, interdisciplinary teaching, etc.). The selected activities shall be identified on the Evaluation Plan, subject to modification as provided in Article 3.4.

3.10.2. Self-Directed Development- Alternative Evaluation

This option enables the individual unit member to work independently with support and/or assistance from resources as he/she determines are appropriate. The selected activities shall be identified on the Evaluation Plan, subject to modification as provided in Article 3.4. A permanent unit member who received a satisfactory evaluation during his/her last evaluation cycle may, with the mutual consent of his/her designated evaluator, elect to use the alternative evaluation option.

3.10.3. Selection of Alternative Evaluation Option

The unit member shall inform the designated evaluator of his/her interest in this option at least ten (10) days prior to the annual Pre-Evaluation Conference. The designated evaluator shall indicate his/her consent or lack of consent within five (5) working days of notification by the unit member. If the designated evaluator does not consent, the unit member may appeal this decision using the procedures outlined in Article 3.6.

3.10.4. Alternative Evaluation Conference

If the unit member and the designated evaluator consent, the unit member shall complete the Alternative Evaluation Plan prior to the Pre-Evaluation Conference. During the Pre-Evaluation Conference, the unit member and

designated evaluator will discuss the plan, and make modifications with mutual consent.

3.10.5. Mid-year Alternative Evaluation Meeting(s)

During the course of the school year, a minimum of one meeting shall be held between the unit member and the designated evaluator to discuss the unit member's progress on the plan. Depending upon the type of alternative evaluation, there may be other participants involved in the meeting(s) as identified in the Alternative Evaluation Plan.

3.10.6. Final Alternative Evaluation Meeting

Not later than thirty (30) working days before the last day of school, a final meeting shall be held between the unit member and the designated evaluator to summarize the work completed during the year. The unit member shall provide the designated evaluator with a written Alternative Evaluation Summary of his/her accomplishments either prior to this meeting or at the beginning of the meeting.

3.10.7. Final Alternative Evaluation Report

A written Final Alternative Evaluation Report, completed by the site administrator, will be provided to the unit member not later than twenty (20) working days before the last school day.

The designated evaluator will make the final determination if the unit member's performance is satisfactory or unsatisfactory and will state this in the Alternative Evaluation Report. If the unit member's performance is unsatisfactory, the designated evaluator shall provide:

1. Data that supports the finding of unsatisfactory performance.
2. A clear statement of the area(s) where the improvement is needed.
3. Suggestions for improvement.
4. A record of assistance provided to the unit member to address the area(s) where improvement is needed.

3.11. Miscellaneous Provisions

3.11.1. Exclusions

Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel nor shall they be required to assess their own performance.

3.11.2. Evaluation Limits

The private life of an employee, including his/her religious or political beliefs or organizational activities, shall not be a part of the evaluation.

3.11.3. Self-Evaluation Warning

No teacher shall be required to perform self-evaluation.

SELF-ASSESSMENT – WARNING OF LIABILITY:

Should a unit member choose to assess his/her performance, such member shall be notified before revealing the substance of such self-assessment that the matter contained therein may adversely affect his/her job security, and that such member is not required to reveal such self-assessment.

3.11.4. Controversial Material

The employee shall not be evaluated negatively for presenting controversial material providing that such material is relevant to the course content and the opposing points of view are presented to the class in a balanced fashion. An employee shall not be evaluated negatively for expressing personal opinion (qualified as his/her personal opinion to the class) on all matters relevant to the course content in conjunction with other materials and/or other views.

3.11.5. Unsubstantiated Statements

Unsubstantiated statements not proceeding from personal knowledge but from rumor or gossip shall not be a basis for evaluation of unit members.

3.11.6. Standardized Tests

Evaluation shall not include the use of publisher norms established as the result of standardized tests.

3.12. Results of Unsatisfactory Evaluation

A permanent unit member receiving an unsatisfactory evaluation shall be annually evaluated until the unit member receives a satisfactory evaluation or is separated from the District.

- 3.12.1. Unsatisfactory evaluation may include requirements that remedial action be taken.
- 3.12.2. If an evaluation is to be considered satisfactory or unsatisfactory, it will be so noted on the evaluation form.

3.13. Personnel File

- 3.13.1. All unit member personnel files shall be maintained in the District office.
- 3.13.2. The evaluation report and the unit member's comments shall be included in the unit member's personnel file.
- 3.13.3. Each unit member shall possess the right to have the contents of his/her file disclosed to him/her provided the request is made at the time when such member is not actually required to render services to the employer.
- 3.13.4. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and opportunity to review and comment thereon.
- 3.13.5. A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during the normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- 3.13.6. The unit member shall possess the right to have copies of the contents included within the file made available to him/her except documents or records which (1) were obtained prior to employment of the member, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 3.13.7. The unit member shall have the right to authorize, in writing, an Association representative to examine the unit member's file and to obtain copies (except for those prohibited as cited above) of the items within the file.

3.14. Written Complaint Disclosure

A written complaint regarding a unit member made to any member of the Administration by any parent, student, or other person shall be discussed with the unit member (See Article 19).

3.15. Instructional Assistants

- 3.15.1. The performance of an instructional assistant (whether paid or volunteer), as reflected in the assistant's evaluation, shall not adversely affect the unit member's evaluation except as it may be indicative of a lack of proper supervision on the part of the unit member.

3.16. Evaluation of Coaches

- 3.16.1. An observation will be conducted during the term of the coaching contract.
- 3.16.2. Input will be solicited as deemed appropriate from athletes, officials, parents, district coaches, opposing coaches, community members, and others.
- 3.16.3. At the conclusion of the term of the contract, the coach will be formally evaluated regarding coaching performance. This evaluation will be conducted by the athletic director and the principal or designee.
- 3.16.4. At the conclusion of the season, a recommendation will be made to the principal to either employ or not employ the coach for the next season.

ARTICLE 4. HOURS

4.1. Length of School Day/Year

4.1.1. Work Year

- 4.1.1.1. The standard work year shall consist of 182 days; 180 days of pupil instruction and two (2) non-instructional workdays. Beginning July 1, 2018, the standard work year shall consist of 185 days; 180 pupil instruction, 2 non-instructional workdays and 3 non-instructional professional development days. 2 emergency days are added to the calendar with no additional compensation if utilized.
- 4.1.1.2. The work year for counselors will be 192 days.
- 4.1.1.3. Beginning in 2017-2018, the work year for speech and language therapists shall be 187 days. Two days shall precede the base unit member work year and shall include a one-day District Special Education staff meeting. The remaining days in excess of the student instructional calendar shall be determined by the speech and language therapist and the Director of Special Education.

4.1.2. Non-Instructional Days

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

from the Association prior to making decisions regarding the content of the days.

4.1.3. Conferences

4.1.3.1. Elementary parent-teacher conferencing shall be as follows:

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

Conferencing shall be conducted outside of contract hours. Pay for these conferences shall be at the credentialed teacher extra-duty rate for actual time spent conferencing up to the limit set forth above. If additional paid conference time is needed, it may be arranged with the site administrator's prior approval, which shall not be unreasonably denied.

4.2. Unit Member On-Site Workday

The length of the employee workday on site, including preparation time, lunch, relief periods, and time required before and after school shall not exceed seven (7) hours per day on average measured over the course of the year as per the process in 4.2.6.

4.2.1. Unit members may be required to attend one Back-to-School Night, one Open House, and Site Council meetings.

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

4.2.3. Yard or Rally duty during the unit member's workday shall be assigned equitably among the unit members at each site. In order to ensure equitable assignment of duties provided under 4.2.2 and 4.2.3, site administrators shall

maintain a running total of duty time by unit members which shall be open and available to all unit members upon request.

4.2.4. Unit members shall attend necessary parent-teacher meetings.

4.2.5. Unit members shall attend faculty meetings in accordance with Section 4.3.

4.2.6. Calculation of the Average Annual Workday

4.2.6.1. By April 30th of each year, the Superintendent or designee will email a copy of the teacher workday schedules for the subsequent school year to the RPCEA President. The RPCEA President or designee will notify the Superintendent or designee by May 15 of the same year if RPCEA has calculated that the teacher workday represented in the schedule exceeds seven hours per day on average measured over the course of the year, and provide the Superintendent or designee with the RPCEA calculation.

4.2.6.2. In the case of a disagreement regarding the calculation of the annual average workday, a representative designated by RPCEA and the principal at the site will attempt to resolve the discrepancy between the District and the RPCEA calculations.

4.2.6.3. If the District and RPCEA are unable to resolve the discrepancy by May 31 of the same year, the RPCEA president shall notify the Superintendent in writing that the discrepancy has not been resolved. RPCEA may file a grievance alleging a violation of section 4.2, no later than 20 days after the written notice of the failure of resolution.

4.3. Faculty/Staff Meetings (Required)

4.3.1. Except in unusual circumstances, faculty meetings shall be held no more frequently than once per month and shall not last longer than one (1) hour. If possible, the site administrator shall provide employees with an agenda for the meetings at least one day in advance and shall also permit employees to place items on the agenda.

- 4.3.2. The curriculum, grade level, or department meetings shall not exceed sixty (60) minutes per unit member per month.

4.4. Secondary School Workday

- 4.4.1. Middle school teachers and high school teachers shall have no more than five (5) teaching periods per day based on a six (6) period day. Such teachers shall have no more than twenty-five (25) teaching periods per week.
- 4.4.2. The secondary school work week shall include at least a one-hour collaboration period. The agenda shall be determined by the site administration with unit member input.
- 4.4.3. Beginning in the 2016-17 school year, the middle school instructional minutes may be equivalent to the high school instructional minutes and both levels may include an extended period for academic support and enrichment.

4.5. Elementary School Workday

Elementary school teachers shall have no more than five (5) hours and fifteen (15) minutes of instructional time per day, except as set forth in 4.7.2.

4.6. Kindergarten School Workday

The time on site for Kindergarten teachers shall be the same as other elementary teachers. Kindergarten teachers shall work with other Kindergarten teachers when not assigned to actual class duty, based on a plan developed by the Kindergarten teachers and the site administrator.

4.7. Preparation Time

4.7.1. Secondary Preparation Time

Full time middle school and high school teachers shall have one preparation period per day. Only on an emergency or voluntary basis may a teacher be required to substitute for another teacher during the preparation period. Emergency shall be defined as a natural disaster or unforeseen circumstances. Preparation periods shall be used for planning, preparation and conferences with parents, pupils, or other professional staff.

- 4.7.1.1. Preparation time for sixth through eighth (6-8) grade teachers at K-8 elementary sites will equal preparation minutes for 6-8 grade sites. The preparation time need not be scheduled daily.

- 4.7.1.2. In the event that there is no appropriately credentialed applicant, full-time permanent teachers may teach an additional class during their preparation periods, upon the written agreement signed by the teacher, principal and RPCEA President.
- 4.7.1.3. Full-time teachers teaching an additional class in a six period day shall be compensated an additional 20% of their salary for the duration of the 20% additional coverage.
- 4.7.1.4. The District will continue using all means to seek a teacher to fill the position. Once filled, the teacher who taught six periods will be placed back on their 100% contact.
- 4.7.2. Elementary Preparation Time

Full time elementary school unit members shall have one and one half (1 ½) hours of preparation time per week. This period shall be used for planning, preparation, and conferences with parents, pupils, or other professional staff.

 - 4.7.2.1. Kindergarten teachers' preparation time is presently included within their contractual workday (see 4.6).
 - 4.7.2.2. Music teachers, RSP teachers, BECL teachers, Bilingual/ESL teachers, speech and language specialists, nurses, and preparation period teachers shall develop instructional schedules which allow for one and one-half (1 ½) hour preparation time per week.
 - 4.7.2.3. Self-contained elementary classroom teachers (except for kindergarten), including SDC teachers, shall have one and one-half (1 ½) hours of preparation time per week, with at least half of the time provided by a unit member.
 - 4.7.2.4. Preparation time shall be prorated for unit members working less than full time.
 - 4.7.2.5. The preparation time schedule will not be adjusted to account for holidays, minimum days, or non-student days.
 - 4.7.2.6. The Association and the District will annually review the daily start and end times for each elementary school, prior to the start of the school year.

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

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

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

4.7.3. Whenever possible, conferences which occur during a teacher’s preparation period shall be scheduled with the teacher at least twenty-four hours before the meeting takes place.

4.7.4. Class Coverage during Prep Time

4.7.4.1. An administrator must approve all requests for emergency coverage. In the event that the administrator is not available and/or cannot supply a “teacher” by the beginning of the class

period, the teacher would be considered approved for compensation under this section by notifying the office manager.

- 4.7.4.2. At the secondary or middle school level, one hour of sick leave will be earned for each class period covered.
- 4.7.4.3. At the elementary level, one hour of sick leave will be earned for each hour of class covered.
- 4.7.4.4. After three hours of sick leave are earned, the unit member will be credited with ½ day of sick leave.
- 4.7.4.5. Earned leave will be credited at the end of each school year to be used the following year or thereafter.
- 4.7.4.6. Increments less than three (3) hours earned by the end of the school year will be credited and will be carried forward to the following year.

4.8. Lunch Period

Every unit member shall be entitled to an uninterrupted duty-free lunch period.

- 4.8.1. The lunch period for the secondary schools shall be equivalent to the student lunch period, but in no case less than forty (40) consecutive minutes, exclusive of passing times. The lunch period for elementary school shall be forty-five (45) minutes. Lunch periods may be adjusted for a minimum day schedule at each site.
- 4.8.2. Unit members assigned to more than one site shall be provided with the same amount of duty-free lunch time as other employees.

4.9. Relief Periods

- 4.9.1. Elementary schools shall have one (1) relief period per day. This relief period shall be ten (10) minutes, except as may be agreed upon by the staff in accordance with the law.
- 4.9.2. Secondary schools, after site administrative consultation with the staff, may provide a fifteen (15) minute break.

4.10. Special Release Time

Teachers whose class preparation makes it necessary for them to utilize the services of and/or equipment of the Sonoma County Office of Education IMC or attend District

meetings or Association meetings, shall get approval of the site administrator to leave school at student dismissal time.

4.11. Release Time for Elementary Teachers

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

4.12. Changes in Schedules Due to State Mandated Testing

When it is necessary to modify the instructional schedule to accommodate time requirements for state mandated testing, the site administrator shall consult with the site staff. The site administrator shall preserve teacher preparation periods for all teachers at the secondary level by assigning teachers whose regularly-scheduled preparation period occurs when the tests are being administered to provide relief for teachers administering the tests. At the elementary level preparation period will be made up at a later time.

4.13. Student Independent Study Contract

Teachers required to complete Independent Study Contracts shall be compensated two (2) hours at the extra duty rate for each contract that the teacher completes.

ARTICLE 5. JOB SHARING

5.1. Job Sharing

Job sharing may be established when two (2) permanent unit members jointly apply for partial contracts for the purpose of sharing one (1) full-time assignment.

5.2. Joint Application Requirements

- 5.2.1. The option of job sharing in any given school year will be considered by the District only after a joint application has been made by two (2) District unit members who have mutually agreed in writing to share one (1) full-time assignment during the year. Both unit members must have current satisfactory evaluations.
- 5.2.2. A joint application to share a full-time assignment must be made in writing to the District through each applicant's site administrator and the site administrator with authority over the full-time position for which the joint application is being made.
- 5.2.3. The joint application shall specify the number and placement of hours per day, days per week, weeks per month, and months per year which each unit member has agreed to work. The application shall also specify the respective duties which will be performed by each applicant. Such designated duties shall include but not be limited to: attendance at faculty meetings, parent conferences, Back-to-School Night, in-service activities, and other events at which attendance by permanent bargaining unit members is required in accordance with this Agreement: responsibility for student grades, report cards, daily student attendance reporting, and co-curricular activities which are included within the responsibilities of the full-time position for which the joint application is being made.
- 5.2.4. The joint application, or proposal to continue job sharing, shall be submitted as early as possible but no later than March 1 of the school year preceding the year in which the applicants propose to share a position. Applications shall be approved or denied by April 15. If an application is denied, unit members shall, upon request, be notified of the reason, in writing, by the Superintendent or Superintendent's designee.

- 5.2.5. All joint applications to share a full-time position or changes in the job-sharing contract resulting in a change in work year for a unit member are subject to approval by the District.
- 5.2.6. There shall be a limit of two shared contracts per elementary site; three shared contracts at the middle school site; and four shared contracts at the high school site. There shall be an increase of no more than one shared contract per elementary site per year.

5.3. Job Sharing Requirements

All part-time contracts established pursuant to the requirements of the Article shall be subject to the following conditions:

- 5.3.1. Salaries shall be prorated for part-time contracts in proportion to the amount that the approved portion of employment bears to full-time employment.
- 5.3.2. Step advancement shall be in accordance with time actually worked in accordance with Article 5.2.5.
- 5.3.3. Permanent unit members on approved job-sharing contracts shall request and be granted unpaid leave for the portion of their regular assignment not worked.
- 5.3.4. Contracts which are granted can be rescinded only with the mutual consent of the District and the permanent unit member.
- 5.3.5. In the event either of the unit members who has entered into a job-sharing contract, as provided in this Article, is unwilling or unable to fulfill any of the responsibilities which were agreed to and undertaken, it shall be the responsibility of the remaining unit member to find a replacement for his/her partner. If the permanent unit member is unable to find a replacement, he/she will assume all duties up to and including a full-time position in that assignment for the duration of the school year. The replacement is subject to approval in accordance with Section 5.2.5 of the Article.

5.4. Reemployment Rights

A unit member may return to that portion of the position from which he or she has taken leave upon the expiration of the job-sharing contract.

ARTICLE 6. CLASS SIZE

6.1. Class Size Maximum

- 6.1.1. Elementary classes in grades transitional kindergarten (TK) through three (3) shall have a maximum of twenty-eight (28) students.
 - 6.1.1.1. The average class enrollment in grades kindergarten (K) through three (3) at each school site listed in Appendix F-1 shall not exceed twenty-eight (28) students.
 - 6.1.1.2. The District shall attempt to maintain class size of 22 or fewer in TK.
 - 6.1.1.3. The District shall attempt to maintain class size of 24 or fewer in grades K through 2nd.
- 6.1.2. Elementary classes in grades four (4) through eight (8) shall have a maximum of twenty-eight (28) students.
- 6.1.3. Middle and high school class loads shall not exceed 150 students per teaching day.
- 6.1.4. Exceptions
 - 6.1.4.1. Physical education classes shall not exceed forty (40) students per class.
 - 6.1.4.2. Band and choir maximums for performance classes shall not exceed an average of forty (40) students per section at the secondary level and non-performance classes shall not exceed an average of thirty (30) students per section at the secondary level.
 - 6.1.4.3. Workshop and remedial class maximums shall not exceed the maximum set forth by the site administrator and the Department involved.
 - 6.1.4.4. Special Education classes shall be in compliance with the State Law.
 - 6.1.4.5. The District shall attempt to maintain a Counselor staffing of 300:1. In the event 300:1 is exceeded, a meeting will be held to explore alternatives.

6.2. Class Size Overage Payment

6.2.1. If class sizes listed in Article 6 are exceeded, the District will, beginning on the eleventh (11th) class day of the school year and any/all subsequent class day(s), pay the following overages:

6.2.1.1. One (1) student: The District, upon written request of the unit member, shall pay to the affected member two dollars (\$2.00) per student for each day the maximum is exceeded.

6.2.1.2. Two (2) students: The District, upon written request from the unit member, shall pay to the affected member three dollars (\$3.00) per student per day for each day the maximum is exceeded.

6.2.1.3. Three (3) students or more: The District, upon written request from the unit member, shall pay to the affected member four dollars (\$4.00) per student for each day the maximum is exceeded.

6.2.2. Student Assistants

For the purposes of calculating overage payment, Student Assistants shall not be counted. All Student Assistants will be assigned only upon approval of the unit member.

6.2.3. Combination Classes

The District shall use its best efforts to structure elementary school combination classes to provide at least 40% at each grade level. Combination classes will be assigned on an equitable basis. In combination classes the unit member will have flexibility in developing the curriculum and lesson plans so that there will not be a need for separate lesson plans for each grade level.

6.2.3.1. For combination classes at 26 there will be no assistant.

6.2.3.2. For combination classes at 27 there will be an average of one (1) hour assistant time per day.

6.2.3.3. For combination classes at 28, 29, or 30, there will be an average of two (2) hours assistant time per day.

6.2.3.4. For combination classes at 31, there will be an average of three (3) hours assistant time per day.

- 6.2.3.5. If unit members who have more than 28 students in a combination class refuse an assistant, they will sign a waiver and will not be eligible for an assistant for the grade reporting period. Waivers will be renewed each grade reporting period unless the unit member requests an assistant.
- 6.2.3.6. Each unit member assigned a combination class shall receive three days of release time per year for planning and preparation which can be used in whole or half day increments.

ARTICLE 7. TRANSFERS AND REASSIGNMENTS

7.1. Definitions

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

7.2. Assignment

- 7.2.1. A unit member may indicate an interest in the same or a different assignment for the subsequent year on the annual Notice of Intent form provided by the District. This form must be submitted to the Human Resources Office by the last working day in February.
- 7.2.2. In making assignments, the District and site administrator will consider the interests of the educational program and the preferences stated on the Notice of Intent form.

The site administrator will assign unit members currently at the site, and unit members returning from full and part time leave who are currently assigned to the site. The Human Resources Office will assign unit members on full or part time leave who are not currently at or assigned to a site and unit members who are displaced from their sites and/or subject to District initiated transfer prioritized by the unit members' seniority, preference, and district needs. Each unit member shall be given written notice not later than the last workday of the next year's tentative assignment. Such notice shall specify the site, grade level and/or subject area to which the unit member will be assigned. Staffing assignments will be finalized no later than two weeks prior to the first day of school. The District may subsequently change assignments if necessitated by enrollment changes. If a unit member's assignment is changed after the beginning of the work year, the unit member will have up to 3 release days to prepare before moving into the new assignment. Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified. The unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers. Such assignments shall be for no more than one school year and may be renewed upon the same terms and conditions. Temporary and probationary teachers shall not be assigned more than one section outside of their credential authorization unless they applied and were hired for such an assignment.

7.2.2.1 Itinerant Assignments

Itinerant Unit members and their Program Administrator will meet and confer yearly regarding schedules, program needs and assignments. The determination of the assigned sites shall be made by the program administrator.

7.3. Voluntary Transfer

- 7.3.1. As vacancies occur in the District, notices of such vacancies shall be posted in the District office, at each school site, and on external sites, with copies

emailed to the Association at the time of the posting, with the final filing date indicated. The deadline for applications which shall be no less than ten (10) working days after posting and prior to which deadline the vacancy shall not be filled. Consideration for the filling of vacancies which occur after the school year has commenced will be given to current unit members. However, beginning with the period two weeks before the first teacher workday and during the work year, vacancies shall be posted for five (5) workdays and the District may fill vacancies from the existing pool of applicants.

- 7.3.2. Nothing in the above shall be construed as requiring a unit member who already has a transfer application on file to resubmit such request in order to be considered for the transfer.
- 7.3.3. Written requests for transfer to vacant positions within the District shall be filed by the unit member with the Human Resources Department by the final filing date on the transfer request form supplied by the District. Such notices shall include location, grade level or subject matter assignments, credential requirements, and the closing date for applying.
- 7.3.4. Any unit member who wishes to be considered for a vacancy which might occur during the summer months must submit a summer transfer request form, as supplied by the District, to the Human Resources Department prior to June 1. The unit member's request must be in writing and must include a summer email address. As vacancies occur in the District during the course of the summer, unit members who request transfers shall be notified of vacancies.
- 7.3.5. If the unit member requests that his/her application for transfer be kept confidential, the administrator at his/her school will not be notified by the Human Resources Department of the application until the time for interviewing prospective candidates. Administrators shall not prevent or influence the person requesting the transfer.
- 7.3.6. A unit member will be notified in writing by the District that his/her transfer request has been received.
- 7.3.7. Interviews will be scheduled for unit members who apply and hold the proper credential authorization for a vacancy.

- 7.3.8. When there is more than one (1) applicant for a position, such transfer shall be based on the legitimate economic and educationally related needs of the District in accordance with the following: credentials, qualifications, and ability being relatively equal, the unit member with the greatest District-wide seniority shall be selected to fill the vacancy.
- 7.3.9. Notwithstanding any other provision of this agreement, a unit member who requests a voluntary transfer to a school that is ranked in Decile 1 to 3 inclusive, shall not be transferred to that school if the principal of the school refuses to accept the transfer.
- 7.3.10. Notwithstanding any other provision of this agreement, for voluntary transfer requests to any District school for vacancies determined after April 15 of the school year preceding the transfer, current unit members shall be reviewed on the same basis as outside applicants who have applied for positions requiring certification qualifications at the receiving school.
- 7.3.11. If a transfer request is denied, a unit member shall, upon request, be notified in writing, by the Superintendent or designee as to the reason why, within 10 workdays of the request.

7.4. Involuntary Transfer

- 7.4.1. The Superintendent or designee may initiate an involuntary transfer based on the legitimate economic or enrollment related needs of the District.
 - 7.4.1.1. A survey of the entire staff at the affected school site for voluntary placement shall precede an involuntary transfer under this section. Unit members shall have two (2) District office workdays to respond. After reviewing the responses, the Superintendent or designee shall initiate the transfer if necessary.
 - 7.4.1.2. At the middle school or high school level, the Superintendent or designee, site administrator, a RPCEA representative of the unit member's choice, and department chairperson shall meet to discuss the reason for and implications of the involuntary transfer(s).

- 7.4.1.3. At the elementary level, the Superintendent or designee, site administrator, a unit member being involuntarily transferred, and a RPCEA representative of the unit member's choice, shall meet to discuss the reasons for and implications of the involuntary transfer.
- 7.4.1.4. The unit member selected for transfer under this section shall be the unit member with the least District-wide seniority within the work site from where the transfer will occur, provided the transferee is credentialed to fill vacancies that occur at other work sites.
- 7.4.1.5. A unit member to be involuntarily transferred under this section shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of District-wide seniority in accordance with 7.3.8 of this Article.
- 7.4.2. The District may involuntarily transfer a unit member based on a determined personality or work conflict, or for legitimate educational reasons.
- 7.4.3. All unit members who are involved in involuntary transfers shall be informed in writing of this action and the reasons for the transfer, by June 1 for the fall semester and by November 15 for the spring semester in which the transfer is to occur. In addition, if the member desires, a conference shall be held with the Superintendent or designee.
- 7.4.4. Any unit member involuntarily transferred shall not be similarly transferred for a minimum of two (2) years without the consent of the unit member except in cases of new school building site construction within the District or in cases of declining enrollment.
- 7.4.5. For year-round schools, if estimated numbers are not reached and a transfer of a unit member will alleviate the situation, the District, within the first 10 days of school, shall contact the Association and recommend an involuntary transfer. Based on the facts presented, a mutually agreed upon decision will be reached.
- 7.4.6. No Loss of Salary

No unit member shall sustain an economic loss as a result of an involuntary transfer as defined above, or in movement from year-round to traditional or traditional to year-round calendar.

7.4.7. Right to Return

In the year following the year in which a unit member was involuntarily transferred, the unit member shall have the first choice to return to the position from which s/he was transferred, unless the site administrator denies the return based on enrollment or programmatic reasons.

7.5. Reassignment

7.5.1. Should it be necessary to reassign a unit member at a secondary school due to enrollment or scheduling needs, the site administrator shall notify the site of the need to reassign a unit member. Unit members shall have two (2) District office workdays to respond. After reviewing the responses, if necessary, the Superintendent or designee shall meet with the affected unit member, department head and a RPCEA representative to discuss the need for reassignment. Should it be necessary to reassign a unit member at an elementary school due to an increase or decrease in student enrollment at one or more grade levels, the site administrator shall notify the site of the need to reassign a unit member, then meet with the affected unit member and a RPCEA representative to discuss the need for reassignment. The parties may discuss and consider alternative solutions.

7.5.1.1. Right to Return

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

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

reassignment. The Unit member may request that a RPCEA representative be present.

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

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

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

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

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

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

7.5.5. Protection of Privacy

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

ARTICLE 8. ASSOCIATION RIGHTS

8.1. Use of Equipment, Buildings, and Facilities

The Association shall have the right to make reasonable use of school equipment, buildings, and facilities at reasonable times and/or in a reasonable manner, provided such use does not interfere with nor interrupt class or other normal school operations.

8.2. Communications

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District mail service and unit member mailboxes for communication to unit members.

8.3. School Board Agenda

The Association shall have the right to place items on the agenda of each regular Board meeting.

8.4. Access to Unit Members

Representatives of the Association shall have access to unit members in the schools. Such representatives shall make known their presence to the site administrator or designee. Such access shall be at all times provided there is no interruption to the educational program.

8.5. Member Reporting

- 8.5.1. The District will provide member reporting information to the RPCEA President, RPCEA designee responsible for new member enrollment, and CTA Representative per current law (AB 119) for all unit members (except for those unit members who have indicated in writing that such information be kept confidential). This information shall be provided to the Association and CTA without cost no later than September 30, October 31, January 31, February 28, and May 31.
- 8.5.2. The District shall supply the Association with a list of the names and addresses of all new unit members no later than one month after they have been hired (with the same exception as noted in 8.5.1)

8.6. Release Time

- 8.6.1. Association representatives shall have a total of ten (10) days of released time per year without loss of compensation for the duration of this contract to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon advance notification of their immediate supervisor by the Association President. Such time shall be taken in full or half day increments.
- 8.6.2. The Association President will be released from assignment as determined by the Association. The cost for this will be covered in this fashion:
- a. The District will continue to pay the full salary and benefit cost of the President.
 - b. In exchange for such release RPCEA shall reimburse the District for the full pro-rata cost of the President (salary, statutory benefits, and health and welfare benefits, if applicable) except for time spent when meeting and negotiating, and for the process of grievances.
 - c. The Association will notify the District by June 15 as to the amount of the President's Release Time for the subsequent year.
 - d. The District will notify the Association of the total cost of reimbursement by October 15 of the year affected.

8.7. Intra-District Meetings

Unit members who wish to attend Association meetings at their own site or another site may leave at the end of the student instruction day to do so, providing that their absence does not interfere with prescribed duties.

8.8. Post Faculty Meeting Communication

The Association will be provided, at its request, with time at the conclusion of all school faculty meetings to report on matters which are of concern to unit members at that site.

8.9. Individual Contracts

Any individual contract between the employer and an individual unit member shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

8.10. Printing of Agreement

Within thirty (30) days of ratification of this Agreement by the Board and the Association, the district shall deliver to each unit member a copy of the collective bargaining agreement as an email link. In addition, the district shall provide the Association president twenty (20) printed copies. The district will make available a printed copy to any unit member upon written request.

8.11. Association Consultation Rights

The District shall consult with the Association regarding curriculum, textbooks, and objectives.

8.12. Commission on Professional Competence

The District shall release certificated employees who are chosen to serve on the Commission on Professional Competence. Such service shall be considered a professional responsibility.

8.13 Assignment of Instructional Assistants

An assistant shall not be assigned to a unit member's classroom unless the unit member desires an assistant, except in those situations where an assistant is mandated by law.

8.14 Assignment of Student Teachers/Counseling Interns

The assignment of a student teacher or counselor shall be by mutual agreement between the supervising unit member, the District, and the college or university involved.

ARTICLE 9. DISTRICT RIGHTS

9.1. Management and Control

All District rights and functions, including its authority to direct, manage, and control the operation of the District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.

9.2. Emergency Powers

In the event of an emergency, the District shall have the right to rescind any portion of the Agreement directly related to the nature of the emergency. “Emergency” as used in this Article is limited to natural catastrophic situations which would prevent the normal functioning of the school district pursuant to this Agreement.

ARTICLE 10. PROCEDURE FOR GRIEVANCES

10.1. Definitions

- 10.1.1. A “**grievance**” is an allegation by a unit member and/or the Association that he/she/it has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.
- 10.1.2. A “**grievant**” is a unit member and/or the Association.
- 10.1.3. A “**day**” is a workday for the grievant. In the event of a group or an Association grievance, a “day” is a day on which the District Office is open for business.

10.2. Informal - Step I

- 10.2.1. Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

10.3. Formal - Step II

- 10.3.1. If resolution is not achieved, the grievant, within twenty (20) days of the date the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, may file a formal grievance on the prescribed form (Appendix C).
- 10.3.2. This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly misinterpreted, misapplied or violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 10.3.3. Upon request of the grievant, a meeting shall be held between the immediate supervisor and the grievant.
- 10.3.4. Within ten (10) days of the filing of the grievance, the immediate supervisor shall send a written response to the grievant.

10.4. Formal - Step III

- 10.4.1. In the event that the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision on the prescribed form to the Superintendent, or his/her designee, within ten (10) days after receiving the decision from Step II.

- 10.4.2. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 10.4.3. Upon request of the grievant, the Superintendent or his/her designee shall meet with the grievant and his/her/its representative.
- 10.4.4. Within ten (10) days of the receipt of the appeal to Step III, the Superintendent shall transmit his/her written response to the grievant and the Association.

10.5. Formal - Step IV - Mediation

- 10.5.1. If the grievant is not satisfied with the response to the grievance or if no disposition has occurred within the timelines specified for Step III, the grievant may submit a request to the Association to refer the grievance to mediation. If the Association agrees to refer the grievance to mediation, within twenty (20) days of receipt of the Step III response or the date on which the response was due, whichever is earlier, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance. The Association will provide a copy of its request for assignment of a mediator to the Superintendent. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Step V. However, the Parties may mutually agree in writing to extend the mediation timelines.

10.6. Formal - Step V – Arbitration

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

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

- 10.6.2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of the Association's submission of the grievance to the arbitration, submission of the grievance shall be made to the California State Conciliation Services with a request that a list of arbitrators be submitted.
- 10.6.3. If a claim is raised regarding the ability to arbitrate the grievance as a result of the alleged violation of the terms of this Article, such claim shall be ruled on first by the arbitrator.
- 10.6.4. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments prescribed in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation of an expressed term of this Agreement in the respect alleged in the grievance.
- 10.6.5. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends.
- 10.6.6. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. However, it is agreed that the arbitrator is empowered to

include in any awards such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

- 10.6.7. All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

10.7. Miscellaneous

- 10.7.1. No reprisals of any kind will be taken by the District, its employees, or agents against participants in the grievance procedure by reasons of such participation.
- 10.7.2. The grievant has the right to be represented at any step in this procedure by the Association; however, the Association shall be permitted to attend all grievance meetings to assure that the resolution of a grievance is not inconsistent with the terms of this Agreement.
- 10.7.3. The grievant, Association representative, and any necessary witnesses shall be granted release time to attend any hearings or meetings required by this grievance process.
- 10.7.4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office. Pending processing, and until a final determination has been reached, all proceedings shall be private, subject to the provisions of the Brown Act. The grievant or the Association shall be permitted to examine and/or obtain copies of materials in such grievance file.
- 10.7.5. Time limits at each step shall begin the day following receipt of written grievance, appeal or decision by the parties in interest. Such time limits can only be extended by mutual agreement of the Association and the District. For grievances not resolved within two weeks before the end of the grievant's work year, the parties may agree to hold the grievance in abeyance until the start of the subsequent work year.

- 10.7.6. If the parties agree that a grievance affects a group or class of unit members, the affected employee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step II.
- 10.7.7. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.
- 10.7.8. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- 10.7.9. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

ARTICLE 11. WORKING CONDITIONS

11.1. Safety

11.1.1. Unsafe Conditions

Unit members who feel they are being required to work under unsafe conditions or to perform tasks which endanger their health and safety shall report such conditions to the site administrator. The reporting unit member and the Association President shall be kept informed of any and all actions taken to correct such situations.

11.1.2. Planning and Correction

In the event that situations arise which call for long-range planning and corrections, such situations shall be reported to the Safety Committee for study. Such reporting may be made by either employees or management.

11.1.3. Safety Committee

The Safety Committee shall be composed of two (2) representatives appointed by the Association and two (2) representatives appointed by the District no later than September 15.

11.1.4. Voluntary Activities Applicability

These provisions shall also apply to all school or District sanctioned extra-curricular activities.

11.1.5. Field Trips

A unit member shall obtain written permission from the District to take students on a field trip and to transport such students in the unit member's personal automobile. Written permission shall mean that the trip is a school-sponsored activity.

11.1.6. Specialists Required

When, in the judgment of a unit member, a student requires the attention of a psychologist, physician, or other specialist, he/she shall so inform his/her site administrator or immediate supervisor. If the situation is such that it is inimical to the safety of the unit member, the site administrator or immediate supervisor shall arrange for a conference to be held as soon as possible between himself/herself, the unit member, the parent (when appropriate), and

appropriate specialist, to discuss the problem and to decide upon proper steps for its resolution.

11.1.7. Safety Clothing

Safety clothing which is reasonably needed for performance of duties shall be provided to unit members.

11.1.8. Reasonable Force

Unit members may use reasonable force in the performance of their duties when such force is required to defend themselves or ensure the safety of other unit members or students.

11.1.9. Student Discipline

Unit members shall have those rights regarding student discipline which are set forth in the Education Code. The procedure to be followed with regard to student discipline, including the rights of unit members to suspend students, shall be made available to all unit members.

11.2. Harassment and Abuse

The Board will not tolerate harassment of District employees by any other employee of the District. Harassment is defined as unwelcome verbal (oral or written) or physical contact when:

1. Submission to or rejection of such conduct is made, either implicitly or explicitly, a term or condition of employment.
2. Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting an employee.
3. Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working environment.

11.3. Site Based Decision Making

Within the context of all terms and conditions of employment, the staff at each site will have the option of developing a process for participatory decision making that engages staff and parents in defining problems and opportunities, gathering and analyzing data, exploring alternatives, proposing and evaluating solutions, and making decisions with respect to the design and delivery of the instructional program in that school. Should this

option be chosen, the site will coordinate training which will include the following elements:

1. How decisions will be made at each school.
2. A definition of roles and responsibilities for teachers, parents, non-teaching staff, and administrators.
3. Provisions for evaluating the decision making process to ensure that constituents are appropriately involved at each state of the process.
4. A means for resolving differences.

11.4. Unit Member Travel

- 11.4.1. Schedules of unit members who are assigned to more than one (1) school shall be arranged so that no such unit member shall be required, without consent, to engage in inter-school travel for more than twenty-five (25) miles per day. Such unit members shall be notified of any changes in their schedules at least five (5) school days prior to the proposed change.
- 11.4.2. Unit members who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all authorized travel at the current IRS rate for all driving done after arrival at the first location at the beginning of their workday.
- 11.4.3. Unit members who use their personal cars for authorized field trips or other authorized business of the District shall receive the benefits provided in Section 11.4.2.

11.5. Itinerant Unit Members

Beginning the first working day all itinerant unit members will be provided a suitable work area during their scheduled day(s) at the site.

11.6. Traveling Unit Member Stipend

An annual stipend identified on Appendix AA2 shall be paid to classroom teachers who are assigned to teach at two (2) school sites during the school day to compensate them for loss of prep or lunch time due to traveling. This stipend shall not apply to other unit members assigned to more than one site, such as nurses, counselors, itinerant elementary prep teachers, speech and language specialists, adaptive PE teachers, intervention

teachers, and special education teachers because lunch and prep time is built into their schedules.

11.7. Tuberculosis Certification

Unit members shall provide the District once every four (4) years with certification that they are free of tuberculosis. The District shall pay for any cost related to obtaining this certification. The District shall notify each unit member no less than one month prior to the expiration of their TB certification that he or she must obtain his/her tuberculosis clearance and have it on file with the District. A unit member who adheres to the faith or teachings of a well-recognized sect, denomination, or organization, whose creed, tenets, or principles depend for healing upon prayer in the practice of religion may file an affidavit that to the best of his/her knowledge and belief, he/she is free from active tuberculosis.

ARTICLE 12. FRINGE BENEFITS

12.1. California's Valued Trust (CVT)

Effective October 1, 2008, the District and the Association joined California's Valued Trust (CVT) to purchase medical, dental, and vision coverage. Effective October 1, 2011, the District shall contribute, per eligible member per month to CVT, up to eighty-five percent (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage, but not more than eighty-five percent (85%) of unit member's elected plan's cost.

Effective October 1, 2008, the District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide dental, vision and life insurance for the plans agreed upon by the District and RPCEA. The level of coverage for each of the benefit plans is listed in Appendix B. If it so chooses, the Association shall have the opportunity to identify new plans of coverage to be effective on October 1 of each year.

The parties shall notify CVT by August 15 of each year of the new plans of coverage, and participate in a period of open enrollment during the month of September of each year.

12.2. Kaiser Plan 4

For unit members employed less than full-time who elect coverage, irrespective of the plan chosen, the District shall pay the percentage of the Kaiser Plan 4 composite premium that the employee works. (Example: If the employee works fifty percent (50%), the district shall contribute fifty percent (50%) of the Kaiser Plan 4 composite premium.)

12.3. IRS Section 125

Unit members may participate in an IRS Section 125 plan.

12.4. Eligible Members

Eligible members are defined as those unit members who are employed on the first day of any month, excluding summer schoolteachers and unit members on unpaid leave who are not reimbursing the District for their benefits.

12.5. Coverage Commencement

Coverage shall commence for new unit members on the first day of the month following the date of employment.

12.6. CVT Cessation

In the event that CVT should cease to operate during the full term of the contract, the District agrees to provide health and welfare benefits for unit members pursuant to Article 12.1 maintaining the existing level of coverage for each of the benefit plans listed in Appendix B. 30

12.7. Medical Examinations and Tests

All required medical examinations and all tests related to application requirements for new unit members shall be paid by the District.

12.8. Retiree Benefits

- 12.8.1. Unit members who retire with an effective date of June 30, 1993, or later and who have rendered fifteen (15) years full-time service with the District and are at least fifty-five (55) will receive medical benefits for unit member only, paid by the district for ten (10) years or to age sixty-five (65), whichever comes first. For the purposes of calculating full-time service, unit members who are employed at least sixty percent (60%) full time equivalent or greater in a school year will be credited with a full year of service.
- 12.8.2. Unit members who retire and who have rendered ten (10) years full-time service with the District and are at least fifty-five (55) will receive medical benefits for unit member only, paid by the District for five (5) years or to age sixty-five (65), whichever comes first. For the purposes of calculating full-time service, unit members who are employed at least sixty percent (60%) full-time equivalent or greater in a school year will be credited with a full year of service.
- 12.8.3. Retiring unit members with at least ten (10) years of District service who do not meet the provisions of 12.8.2 or 12.8.3 shall be allowed to participate in the medical, dental, and vision insurance programs provided:
 - 1. The retiree pays the full cost of the premiums on a quarterly basis.
 - 2. The carrier agrees to the continued participation.
- 12.8.4. Effective October 1, 2008, all unit members under sixty-five (65) eligible for District-paid medical benefits who retired on or before September 30, 2008, were transferred into a permanent “home plan” for the period of their district-

paid medical coverage. The home plan for all retirees is Kaiser Plan 4. The District shall continue to contribute an amount equal to the cost of the Early Retiree single rate of their designated home plan for the period of time for which they are eligible as a District-paid retiree.

- 12.8.5. For all unit members under sixty-five (65) eligible for District-paid medical benefits pursuant to Article 12.8.2 or Article 12.8.3 who retire on or after October 1, 2008, the District shall contribute an amount up to the Kaiser Plan 4 Early Retiree single rate toward any medical plan available to active members.
- 12.8.6. Effective with the plan year commencing October 1, 2009, retirees will be provided an opportunity to participate in open enrollment. For unit members who retired on or before September 30, 2008, the district shall continue to contribute an amount equal to the cost of the Early Retiree single rate of their designated home plan. For unit members who retire on or after October 1, 2008, the District shall continue to contribute an amount up to the Kaiser Plan 4 Early Retiree single rate toward any medical plan available to active unit members.
- 12.8.7. Unit members eligible for District-paid medical benefits pursuant to Article 12.8 who retired on or before September 30, 2008, and who move out of state may, if they choose, purchase medical coverage and be reimbursed by the District up to the cost of their medical home plan for the period of time for which they are eligible as a District-paid retiree.
- 12.8.8. Unit members eligible for District-paid medical benefits pursuant to Article 12.8 who retired on or after October 1, 2008, and who move out of state may, if they choose, purchase medical coverage and be reimbursed by the District up to the Kaiser Plan 4 retiree rate for the period of time for which they are eligible as a District-paid retiree.
- 12.8.9. All unit members retiring at the end of a school year shall receive district contributions for employee and eligible dependents toward health and welfare benefits through August 31 of the year in which they retire.

12.8.10. The District shall notify the retirees one month prior to the end of the school year before retirement of his/her eligibility to obtain medical benefits pursuant to Article 12.

12.9. Duration of Benefits

Should a unit member's employment terminate following the last day of the school year, such unit member shall be entitled to continue active group coverage under the medical, dental, vision, and life insurance plans for July and August.

ARTICLE 13. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

13.1. Authorized Deductions

Any unit member who is a member of the Rohnert Park Cotati Educators Association (RPCEA), CTA/NEA (hereafter referred to as the Association), or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of the unified dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

13.2. Direct Cash Payments

Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount determined by the Association in accordance with applicable law. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues unless the unit member authorized a payroll deduction for such fees in the same manner as provided in 13.1 of this Article. The Association shall annually notify the District of the amount payable by July 1.

13.3. Mandatory Deductions

In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in 13.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in 13.1 of this Article.

13.4. No Charge to RPCEA

There shall be no charge to the Association for mandatory agency fee deductions.

13.5. Non-Member

13.5.1. Non-Member Qualifications

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

13.5.2. Non-Member Fee Alternatives

Any unit member claiming exemption pursuant to Article 13.5.1 shall pay, in lieu of a service fee, sums equal to the Association's service fee to one of the following non-religious, non-labor organizations, charitable funds which are exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

1. Foundation to Assist California Teachers.
2. United Way.
3. Education Foundation of Cotati and Rohnert Park.

13.5.3. Non-Member Proof of Payment

Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to 13.5, shall be made on an annual basis to the District as condition of continued exemption from financial support of the Association.

13.5.4. Non-Member Method of Payment

Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

13.6. District Payment to RPCEA

With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in

the Association, and indicating any changes in personnel from the list previously furnished.

13.7. Obligation of RPCEA to the District

The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

13.8. Additional Authorized Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, currently approved charitable donations, or any other plans or programs jointly approved by the Association and the District.

13.9. Hold Harmless Provision

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the paragraph above shall or shall not be compromised, resisted, defended, tried, or appealed.

13.10. District Reimbursement

In the event that the District makes a demand for reimbursement pursuant to 13.9, the Association shall have the exclusive right to decide and determine whether any such action or proceeding, for which it is reimbursing the District for legal fees and costs, shall or shall not be compromised, resisted, defended, tried, or appealed.

13.11. Effective Date

This Article became effective upon approval at a separate election of all District teachers conducted by the Public Employment Relations Board (PERB) during September, 1985.

ARTICLE 14. LEAVES

14.1. Sick Leave

- 14.1.1. Every unit member shall be entitled to ten (10) days of paid sick leave per year which shall be cumulative from year to year without limit.
- 14.1.2. A unit member who is absent shall have deducted from accumulated sick leave the amount of time absent in one-half ($\frac{1}{2}$) or full day increments.
- 14.1.3. Unit members shall be notified of their accumulated leave by no later than October 15 of each year.
- 14.1.4. Unit members who work less than full time shall receive sick leave in proportion that their work bears to a full-time work week.
- 14.1.5. Unit members will receive full pay for those days of absence covered in accumulated sick leave.
- 14.1.6. A sick leave day once commenced may not be reinstated as a working day unless prearranged with the site administrator.
- 14.1.7. Unit members will give notice of their impending absence to their immediate supervisor or designee during the workday preceding the absence or prior to 7:00 A.M. of the day in which sick leave is to be utilized.
- 14.1.8. Except in an emergency situation or if otherwise agreed to by the unit members and site administrator, unit members on sick leave shall, prior to the end of the workday in which sick leave was utilized, indicate their intent to return to duty the following day.
- 14.1.9. The District may require verification of illness by the unit member's physician or practitioner if the member has been on sick leave for five (5) or more consecutive days. Additionally, the District may require verification by a unit member's physician or practitioner of the absence of less than five (5) calendar days if the District has reason to believe that the absence may not have been used for proper illness/accident leave purposes. The District shall pay any fees charged by the unit member's physician or practitioner which are not otherwise covered by insurance incurred by the unit member in meeting this District- initiated requirement.
- 14.1.10. Disabled Veteran Sick Leave

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

14.2. Personal Necessity

- 14.2.1. Definition: Personal necessity leave shall be for situations which the unit member cannot reasonably be expected to anticipate or disregard and which cannot be taken care of outside the workday.
- 14.2.2. A unit member may use, at his/her election during any school year, not more than ten (10) days of accumulated sick leave in the case of personal necessity. The unit member shall not be required to secure advance permission for leave, but, when possible, shall provide notification.

14.3. Industrial Accident and Illness

- 14.3.1. An industrial accident or illness as used in this paragraph is defined as an illness or injury which qualifies under state worker's compensation insurance as being work connected.
- 14.3.2. Such leave at full pay for the District assignment shall be for sixty (60) workdays, if necessary, during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Such leave would commence on the first day of absence and when the sixty (60) workdays will overlap into the next fiscal year, the unit member shall be entitled to only the unused amount remaining at the end of the fiscal year in

which the illness or injury occurred for the same illness or injury. Such leave shall not be accumulated from year to year.

- 14.3.3. Payment of wages lost any day shall not, when added to an award granted the unit member under worker's compensation laws of the State, exceed the normal wages for the day.
- 14.3.4. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.
- 14.3.5. Industrial accident leave will be reduced by one day for each day of the authorized absence regardless of a compensation award made under worker's compensation.
- 14.3.6. Any unit member receiving benefits under this Section, during the period of injury or illness shall remain in California unless the District authorizes travel outside the State.

14.4. Bereavement

- 14.4.1. Every unit member shall be entitled to three (3) days of paid leave of absence per death, or five (5) days if travel outside the State of California or over three hundred miles within the State of California per death, on account of any member of his/her immediate family.
- 14.4.2. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member.
- 14.4.3. In unusual circumstances, the Superintendent may extend this leave. Should the District refuse to grant an extension of this leave upon application by the unit member, the unit member shall have the right to use the days allowed under personal necessity leave.

14.5. Pregnancy Disability Leave

- 14.5.1. The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.
- 14.5.2. Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. This leave commences with the onset of the disability due to pregnancy.
- 14.5.3. The unit member may claim sick leave pay and/or extended disability pay for no more than the period of time when the unit member's physician certifies in writing that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom.
- 14.5.4. A letter from the unit member's physician indicating the expected date of birth of the child shall accompany the request for leave. This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare. At least sixty (60) days prior to the expected birth of the child, the unit member shall submit to the District a physician's statement noting the expected date of birth. A unit member may continue to work until the onset of physical disability as verified in writing by the unit member's physician by a form provided by the District.
- 14.5.5. This Article shall not preclude a unit member from also applying for maternity leave pursuant to section 14.6, below.
- 14.5.6. Except as provided herein, disability due to pregnancy or childbirth shall be treated for all purposes as would another temporary disability.
- 14.5.7. Requests for maternity leave shall be submitted in writing, addressed to the Board and delivered to the Human Resources Department at least sixty (60) days prior to the desired commencement date of the leave or by February 15,

if such leave is being requested for the following school year and such need is known by February 15.

14.5.8. The unit member's request for leave shall specify the inclusive dates the unit member desires to have the leave.

14.5.9. The District Office and the unit member requesting maternity leave shall meet and make an effort to adjust the inclusive dates of the requested leave in order to coincide with the natural breaks in the school calendar.

14.6. Unpaid Maternity Leave

Expectant mothers who wish to absent themselves from duty for any reasons other than physical disability prior to and following childbirth may apply for an uncompensated maternity leave. This leave may be requested for a maximum of twelve (12) months.

14.7. Parental Leave

When a child is born to a unit member's spouse or partner, the unit member may be allowed time off with no loss in pay to a total of one day's absence. Such time off may be taken during the birth and/or at the time of discharge from the hospital.

14.8. Child-Bonding Leave

Upon request, the District may provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of bonding with his/her child.

14.9. Parental Leave with Pay

14.9.1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

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

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

- 14.9.4. The leave must be completed within one calendar year/twelve months of the birth, adoption or placement. As permitted by law, the leave may also be taken intermittently within the year.
- 14.9.5. Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- 14.9.6. When possible, the unit members must provide the District at least thirty (30) calendar days, prior notice of intent to take child bonding leave, except in the case of emergency or unforeseen circumstances.
- 14.9.7. A Unit Member on leave under this provision shall not forfeit his or her probationary or permanent status.
- 14.9.8. A Unit Member's health benefits will continue while on leave under this provision.

14.10. Military

Any unit member ordered to active military service of the United States shall be entitled to such rights and leaves as are accorded him/her by law. Unit members on military leave shall retain those rights and privileges as required by law.

14.11. Legislation

- 14.11.1. A unit member who is elected to the State Legislature, Congress, or a school board in another district shall be entitled to an unpaid leave of absence for the length of his/her term of office.
- 14.11.2. The unit member on such leave shall notify the District of his/her intended return at least six (6) weeks in advance.
- 14.11.3. The unit member on such leave shall be entitled to return to employment at the end of the leave.

14.12. Inservice

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

14.13. Jury or Witness Duty

In the event that any unit member is called for jury service or for service as a subpoenaed witness in a court of law or any other tribunal for which provision is made in the Statutes of the State of California, the District shall pay the unit member's regular salary and the unit member shall pay over to the District all monies received for such jury or witness service, except those paid reimbursing the members for moneys actually expended and travel reimbursement.

14.14. Health

- 14.14.1. The District may grant a unit member, upon request, a paid leave for health reasons. Such leave shall be for a minimum of one semester and a maximum of one school year.
- 14.14.2. A statement by the unit member's physician to the effect that the unit member is entitled to such leave shall be furnished at the District's request.
- 14.14.3. The unit member shall notify the District of his/her intended return date at least two (2) weeks in advance.
- 14.14.4. Health leave shall be granted if a unit member is temporarily unable to perform his/her services because of illness, accident or quarantine.

14.15. Extended Illness

When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

14.16. Study

- 14.16.1. The District may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement, including travel or pursuit of personal enrichment. Such leave shall be for a minimum of one semester and a maximum of one year.

- 14.16.2. A unit member shall apply to the District for such leave no later than six (6) weeks before its anticipated commencement.

14.17. Unpaid Leave

- 14.17.1. Any unit member may, upon request, be granted a leave of absence without pay for a period not to exceed two (2) consecutive years (730 calendar days). Such leaves shall not be unreasonably denied.
- 14.17.2. At the conclusion of a granted leave of up to one (1) year, the unit member shall be placed in the same site and grade level if elementary, or department if secondary, that he/she held when the leave was granted, subject to Article 7.
- 14.17.3. The District shall have the right to hire a permanent employee to fill any unpaid leave vacancy which exceeds 365 consecutive days. If, however, the District chooses to fill the vacancy with a temporary employee, the unit member shall be placed in the same site and assignment held when the leave was granted, subject to Article 7.
- 14.17.4. At the conclusion of an extended leave of absence (more than 365 consecutive days), during which the District filled the vacancy with a permanent or probationary employee, the unit member shall be offered a position within the District for which the unit member is qualified.

14.18. Sabbatical

The application for sabbatical leave must include an outline identifying the purpose of the leave.

- 14.18.1. Types of Sabbaticals
- 14.18.1.1. Study, independent research, or special project by the member which will benefit the schools and the pupils of the District.
- 14.18.1.2. Travel by the unit member which will benefit the schools and pupils of the District.
- 14.18.2. Application Procedure
- 14.18.2.1. A unit member who has served the District for seven (7) consecutive years is eligible to apply for sabbatical leave. The number of unit members absent on sabbatical in any year shall not exceed two percent (2%).

- 14.18.2.2. Request for sabbatical leave shall be submitted to the Superintendent or his/her designee, in writing by January 1 of the school year prior to leave. The decision of the Board shall be made by March 1.
- 14.18.3. Conditions for Sabbatical
 - 14.18.3.1. Every unit member granted a leave of absence for sabbatical may be required to perform such services during the leave as the Board and the unit member may agree upon in writing, and the unit member shall receive such compensation during the period of the leave as the Board and the unit agree upon in writing, which compensation shall not be less than the difference between the salary of the unit member on leave and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. However, in lieu of such difference, the unit member may elect to receive one-half (½) of his/her salary.
 - 14.18.3.2. Health and welfare benefits approved for the bargaining unit shall be paid by the District while the unit member is on sabbatical leave.
 - 14.18.3.3. Upon application for sabbatical leave, the unit member agrees to return to service in the District for a term of two (2) years. With prior Board approval, the unit member may delay his/her return.
 - 14.18.3.4. The unit member shall be required to furnish a suitable bond indemnifying the Board against loss in the event that unit member fails to return to service in the District or that he/she fails to complete the two (2) years' service obligation.
- 14.18.4. Return from Sabbatical Leave
 - 14.18.4.1. Within forty-five (45) days after returning from the sabbatical leave, the unit member shall file with the District Office for transmission to the Board a written report describing the research

or travel, or a transcript of units taken and completed by the applicant.

- 14.18.4.2. Sabbatical leave shall count as a year of experience on the salary schedule and shall apply toward retirement.
- 14.18.4.3. All approved academic credits earned by a unit member on leave are applied, upon his/her return to full-time teaching, to his/her group classification on the salary schedule.
- 14.18.4.4. Whenever possible, the placement of the unit member upon his/her return shall be at the school and position where he/she held a position. Placement in another school and/or position shall be governed by the transfer and reassignment policy.
- 14.18.4.5. Sick leave will neither accumulate to the unit member nor be charged against him/her while on sabbatical leave.

14.19. Family Care Leave

- 14.19.1. Any unit member, including temporary unit members, who have served 75% of the days that schools were in session the preceding year shall be granted, upon application, unless an undue hardship exists (see 14.19.10) unpaid family care leave.
- 14.19.2. Family care leave may be used for the following reasons:
 - 1. The birth of the unit member's child and in order to care for the child.
 - 2. The placement of a child with the unit member in connection with the unit member's adoption of the child.
 - 3. The serious illness of the unit member's child.
 - 4. The serious health condition of the unit member's parent or spouse.
"Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
 - a) Patient care in a hospital, hospice, or residential health care facility; or

- b) Continuing treatment or continuing supervision by a health care provider.
- 14.19.3. For purposes of this leave, “child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this leave, “parent” means a biological, foster or adoptive parent, a stepparent, or a legal guardian.
- 14.19.4. Family care and medical leave shall not exceed twelve (12) work weeks during any twelve (12) month period. This twelve (12) month period shall begin from the date the unit member's family care and medical leave begins.
- 14.19.5. Immediately prior to and during the period of Family Care Leave, the District shall allow the unit member to elect to use his/her accrued sick leave or any other paid or unpaid leave provided in the contract or in law. The use of such leaves shall not be interpreted so as to shorten family care leave even though it extends the duration of the absence of the unit member beyond the term of the Family Care Leave. If the unit member does not elect to use his/her accrued sick leave or any other paid leave provided in the contract or in law, the Family Care Leave shall be granted as unpaid leave.
- 14.19.6. The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.
- 14.19.7. The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from family care leave.
- 14.19.8. If a unit member’s need for family care leave is foreseeable, he/she shall give the District reasonable advance notice. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of school or

District operations. This scheduling shall be subject to the health care provider's approval.

- 14.19.9. A unit member's request for leave to care for a child, spouse, or parent who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:
1. The date on which the serious health condition began.
 2. The probable duration of the condition.
 3. An estimate of the amount of time the health care provider believes the employee needs to care for the person requiring care.
 4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the person requiring care.

If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified above.

- 14.19.10. The District may refuse to grant a request for family care leave if this refusal is necessary to prevent undue hardship to school or District operations. The Fair Employment and Housing Commission is required to adopt regulations which specify what constitutes undue hardship. The District agrees to be bound by such regulations in making its determination.
- 14.19.11. The District shall not refuse to hire and shall not discharge, fine, suspend, expel, or discriminate against any unit member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.
- 14.19.12. The District shall not be required to grant a unit member and the other parent of the child family care leave totaling more than the amount specified in 14.19.4, nor to grant an employee family care leave for any period of time in which the child's other parent is also taking family care leave from employment or is unemployed.

14.20. Miscellaneous

- 14.20.1. Unless otherwise provided in this Article, placement in another school and/or position shall be governed by the transfer and reassignment policy.
- 14.20.2. Unit members on paid leave shall continue to accrue sick leave and receive health and welfare benefits unless otherwise provided for in this Agreement.
- 14.20.3. Unit members on unpaid leaves of absence may continue their health and welfare benefits if prepaid by the member.
- 14.20.4. Step increases shall be granted if the unit member is on paid leave or active work status for 60% of the school year.

ARTICLE 15. WAGES

15.1. Pay Options

- 15.1.1. Unit members will be paid each month in which they render service in their regular assignments. Unit members who begin working after the payroll cutoff date may receive that month's pay in the following month.
- 15.1.2. Unit members whose regular assignment is less than twelve months may elect to participate in the Deferred Net Pay (DNP) program by submitting an authorization form to the Business Office prior to the unit member's first workday. A unit member may change his or her pay option by submitting a written request to the Payroll Department prior to the first workday of the unit member's work year. Under the DNP, for unit members paid over eleven months, 8 1/3% of the unit member's net pay will be withheld each month, or 16 2/3% for unit members paid over 10 months. The withheld amount will be issued to the unit member in a separate payment in June of the effective school year. The determination of "net pay" is subject to requirements of the Sonoma County Office of Education.

15.2. Salary Schedule

Salary schedules are identified in Appendices

#	Appendix Title
A1	Fully Credentialed Teachers
A2	Non-Fully Credentialed Teachers
A3	Fully Credentialed Education Specialists
A4	Non-Fully Credentialed Education Specialists
A5	Elementary Counselors
A6	Secondary Counselors
A7	Nurses
A8	Speech and Language Pathologists
AA	Extra Duty for Academics
AA1	Extra Duty for Athletics
AA2	Annual Site or Program Stipends

- 15.2.1. Initial Placement - Experience credit shall be allowed for service experience in accredited public or private schools if accomplished while holding a credential required for that assignment. Experience credit in the private sector shall be allowed for Speech-Language Pathologists and Nurses. Credit shall be allowed on a year-for- year basis with a maximum initial placement of twenty (20) years, Step 21 on the salary schedule.
- 15.2.2. Initial step placement must be substantiated at the time of employment. Transcripts, verification of experience, and school accreditation must be submitted to the District within twenty-one (21) days (or a mutually agreed upon time) of actual employment. No credit will be granted at a later date for units, degrees, or experience previously earned which were not claimed on the application for employment.
- 15.2.3. Step Advancement
 - 15.2.3.1. Unit members who, in any one year, work at least sixty percent (60%) of the full-time equivalent (FTE) number of days school is in session shall be credited with one year of experience.
 - 15.2.3.2. Unit members exercising a fifty percent (50%) shared contract shall receive fifty percent (50%) of the salary increment.
- 15.2.4. Class Placement, Reclassification, and Professional Development Credits
 - 15.2.4.1. Semester units of college work (three quarter units equal two semester units) are the basis for granting credit.
 - 15.2.4.2. Only units obtained after the bachelor's degree and the teaching credential and approved by the appropriate Administrator shall be counted. It is intended that the units approved shall be:
 - 1. In the unit member's major or minor field;
 - 2. In the area of the unit member's present assignment; or
 - 3. In an area which increases the unit member's flexibility relevant to the needs of the school or District.

- 15.2.4.3. Professional development credit will be given for any appropriate activity which meets the professional development needs of the unit member. Professional development activities include activities paid for by the unit member or the District and take place on the unit member's time or on the District's time. Appropriate professional development activities include the following:
1. Presenting or attending conferences, classes, and/or workshops.
 2. Coordinating or chairing a specific District-wide activity, such as the Coddington Public Schools Week, for which a stipend is not given.
 3. Writing District curriculum for which a stipend is not given.
 4. Participation on a designated District committee, which meets the professional development needs of the unit member.
- 15.2.4.4. One unit of credit is given for each 15 hours of professional development activity.
- 15.2.4.5. Approval of units for movement on the salary schedule by Site and District Administrator is required but may be obtained before, during, or after the professional development activity. If approval is sought after the class, approval must be obtained within one calendar year of the first date of the activity.
- 15.2.4.6. If more than one credential has been obtained, units for class placement shall be counted from the date of first issuance of a credential authorizing service in the original position held in the District.
- 15.2.4.7. Transcripts or grade cards of all college work must be on file in the Human Resources Office. Salary placement is made based on

transcripts or grade cards in the file or a record of units earned under 15.2.6.3.

- 15.2.4.8. If sufficient additional semester units or master's degrees are filed with the Human Resources Office by October 1, the unit member's salary placement will be corrected to reflect the higher salary placement. Unit members will be paid an additional stipend for all advanced degrees (Master's degree(s), Doctorate degree(s) beyond the bachelor's degree earned from an accredited university.
- 15.2.4.9. All units and professional growth credit must be submitted to Human Resources within one calendar year of the date the activity is completed.

15.3. Elementary Counselors

- 15.3.1. Elementary Counselors employed by the District shall be placed on the Elementary Counselor's salary schedule in accordance with their respective training and experience.
- 15.3.2. Duty Days: 192

15.4. Secondary Counselors

- 15.4.1. Secondary Counselors employed by the District shall be placed on the Secondary Counselor's salary schedule in accordance with their respective training and experience.
- 15.4.2. Duty Days: 195

15.5. Speech and Language Pathologists

- 15.5.1. Speech and Language Pathologists shall be placed on the Speech and Language Therapist salary schedule in accordance with their respective training and experience.
- 15.5.2. Duty days: 190

15.6. Education Specialists

- 15.6.1. Education Specialists shall be placed on the Education Specialist salary schedule in accordance with their respective training and experience.
- 15.6.2. Duty Days: 188

15.7. Nurses

15.7.1 Nurses shall be placed on the Nurses salary schedule in accordance with their respective training and experience.

15.7.2 Duty Days: 190

15.8. Special Assignments

15.8.1. Intramural

The unit member in charge of intramurals at the middle school level shall receive a stipend as reflected on Appendix AA1.

The unit member in charge of intramurals at the high school shall receive a stipend as reflected on Appendix AA1.

This duty shall be performed beyond the school day.

15.8.2. Elementary

Outdoor Education Instructors (week-long camping experiences, e.g. Camp Cazadero) shall receive an additional stipend per session in addition to their regular salary. See Appendix AA1.

The District may approve pro-rata payment for camping experience of less than one week.

15.8.3. Department Chairpersons and Team Leaders

15.8.3.1. Base pay for high school department chairs and middle school team leaders or department chairs is reflected on Appendix A.

The position of Department Chair shall be open to any permanent unit member in that department who teaches at least three (3) periods in the department. A department must consist of at least six (6) members for the chair to be shared by two (2) unit members, and ten (10) unit members to be shared among three (3) unit members. A unit member may chair or co-chair only one (1) department at any one (1) time. The selection of department chairs shall be made by the majority vote of the unit members in the department, one (1) unit member, one (1) vote. This vote shall be taken and reported to the principal by June 1, with service dates from July 1 through June 30.

- 15.8.3.2. If a librarian is required to attend department chair meetings, the librarian will be paid the department chair stipend with no allowance for sections.
- 15.8.4. Rates of compensation at either the elementary or secondary level for other such extra-duty assignments deemed necessary by the District but not specifically listed above, shall be established by negotiations between the Association and the District. This includes unit members teaching home/hospital and independent study teachers.
- 15.8.5. Retroactive: For other assignments, if not paid because of oversight, the RPCEA members must make their claim on a case-by-case basis within a three (3) year period of time from which the error was made.

15.9. Extra Duty Schedule (See Appendix AA, AA1, AA2)

Step Placement on Extra Duty Salary Schedule

- 15.9.1. Step means years of experience in the specific special assignment with the Cotati-Rohnert Park Unified School District.
- 15.9.2. A unit member who is moved to a special assignment in the same field having a higher base compensation range shall be allowed up to five (5) years of experience credit for service rendered the District in a special assignment in the same field having a lower base compensation, e.g. Middle School Band to High School Band.
- 15.9.3. A unit member who is moved to a special assignment in the same field that has a lower base compensation shall be given full experience credit for services rendered to the District in a special assignment in the same field having a higher base compensation.

15.10. Grant Funded Extra Duty Assignments

Any grant funded extra duty assignments shall be compensated at the extra-duty rate unless negotiated otherwise.

ARTICLE 16. EFFECTS OF LAYOFF

- 16.1. A layoff, for the purposes of this article, shall be an involuntary separation from active service of a probationary or permanent unit member for reasons as set forth in the Education Code.
- 16.2. Layoffs shall be made on a District-wide basis in inverse order of seniority, in accordance with the applicable provisions of the Education Code.
- 16.3. In calculating a unit member's seniority, up to one (1) year's credit for service as a temporary unit member immediately prior to employment in a probationary position shall be counted pursuant to the provisions of Education Code section 44918(a). Unit members with the same initial date of service shall have their seniority number determined by specific criteria based on the needs of the District. To this end, the needs of the District and its students will be best served by using the following criteria in establishing the order of seniority described above.
 - a. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District (e.g., bilingual, special education, math/science.) Rating = +1 per credential, +1 per year of experience
 - b. Years of experience previous to current employment as a full-time credentialed teacher in a probationary/permanent K-12 teaching situation in a public school Rating = +1 per year
 - c. Credentials that permit supplementary authorizations Rating = +1 per supplementary authorization
 - d. Number of teaching and/or specialist service credentials Rating = +1 per credential
 - e. Earned degrees beyond the B.A. or B.S. level. (e.g. masters, doctorate) Rating = +1 per degree
 - f. Multiple language skills relevant to District need (Spanish) Rating = +1 if eligible for District Bilingual Spanish Stipend on Appendix A
 - g. Preliminary v. Clear/Life Credentials Rating = +1 per preliminary, +2 = Clear/Life credential
 - h. National Board Certification Rating = +1 per certification

- 16.4. In the event the common day hires have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority number shall remain in effect for the unit member while employed in the District.
- 16.5. An employee who elects separation in lieu of his/her bumping or assignment into a different grade shall maintain his/her reemployment rights as defined under this article. Before a layoff occurs, the District shall provide a current seniority list to the Association.
- 16.6. Permanent laid off unit members shall have first priority for filling any vacancies which occur for up to thirty-nine (39) months following the effective date of his/her layoff while probationary laid off unit members shall have such rights for up to twenty-four (24) months.
- 16.7. The notices shall be sent by registered letter to the laid off unit member's current mailing address on file with the District.
- 16.8. The District shall notify individuals of offers of employment in accordance with the Education Code.
- 16.9. The laid off unit member shall notify the District of his/her acceptance within five (5) working days. The laid off unit member shall have the right to decline one vacancy offer. A second refusal shall cause him/her to be removed from the recall list.
- 16.10. A permanent or probationary unit member who is laid off and is subsequently reemployed shall retain that seniority earned prior to the effective date of layoff.
- 16.11. A permanent or probationary unit member who is laid off and is subsequently reemployed by the District shall retain that sick leave earned and unused at the time of separation but only if that sick leave is still available.
- 16.12. Unit members who are laid off shall receive two (2) additional paid personal leave days in order to seek new employment opportunities. These days shall be taken prior to the last day of school.
- 16.13. Unit members who are laid off shall be able to credit time served prior to the layoff for a computation of credit toward longevity pay rate upon reemployment.
- 16.14. Unit members who are laid off and subsequently employed by the District as substitutes shall be called for such substitute duty on the basis of their seniority within the District at

the time of layoff, the most senior being called first. Unit members employed as substitutes during layoff shall be paid the appropriate substitute rate of pay for the first 20 days. Commencing on the twenty-first (21st) day, unit members shall be paid their regular rate of pay on a per diem basis for all days that they worked as a substitute in the District.

- 16.15. The District will notify unit members regarding their COBRA rights.
- 16.16. The District shall reimburse unit members who are to be laid off for the expenses involved in seeking other employment. This amount shall not exceed \$250.00. This amount shall be paid after September 1, of the year of the layoff. Unit members who retire or find other employment prior to September 1 of that year shall not be eligible for this payment.
- 16.17. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.

ARTICLE 17. EARLY RETIREMENT INCENTIVE PROGRAMS (ERIPS)

17.1. Early Retirement Incentive Programs

Three (3) Early Retirement Incentive Programs are available to qualified unit members who choose to retire early. Unit members may participate in only one of the following programs. Early retirement consultant and non-consultant incentive programs shall terminate on June 30 of the school year in which the retiree attains the age of sixty- 7 five (65).

- 17.1.1. The District will send ERIP information to potentially eligible unit members in the spring of every year with descriptions and timelines of programs provided for under this article.
- 17.1.2. Applications for all three (3) early retirement programs must be submitted to the District Human Resources Department.

17.2. Early Retirement Consultant Program

- 17.2.1. The unit member must have completed at least ten (10) years full-time employment with the District.
- 17.2.2. The unit member must be at least fifty-five (55) years old and no older than sixty-three (63) to be eligible for the Consultant ERIP.
- 17.2.3. The unit member who selects this program must submit an application to the Human Resources Department by November 1 of the year he/she plans to retire. The application shall contain the proposal of the retiree. A committee composed of two administrators and three elected unit members shall review the applications and make recommendations to the Board. The District shall respond following the last Board meeting in December.
- 17.2.4. Within thirty calendar days of acceptance into the program by the District, the unit member shall submit and have accepted, his/her notice of retirement to be effective July 1.
- 17.2.5. Contracts will be in effect for three years. Consultants may apply for renewal annually for up to two additional years as in 17.2.3.
- 17.2.6. The contract shall require no more than thirty (30) days service per year. Beginning with unit members who retire in or after June, 1992, early retirees shall receive a maximum compensation of \$9,225.

17.2.7. The retiree and the District will arrive at a mutually acceptable contract that does not include supervising duties or the evaluation of bargaining unit members.

17.2.8. Up to seven (7) unit members may be accepted into the program each year.

17.3. Early Retirement Non-Consultant Program

This program is offered to unit members who wish to retire prior to age 60 without having to complete additional service days.

17.3.1. Unit members who apply for this Early Retirement Program must have a minimum of ten (10) years' service in the District in a position requiring certification, of which at least five (5) years were full time and the immediately preceding five (5) years were at least half time or its cumulative equivalent.

17.3.2. Applicants must have reached the age of 55, but not reach the age of 60, by the actual date of retirement.

17.3.3. Applications must be submitted to the District Human Resources Department by January 15. The District will notify unit members by February 15 of acceptance or denial into this program. This program shall be limited to the first five qualifying applications submitted each year. Date and time of application shall be determined by receipt at the District Human Resources Department. The District has the option to accept more than five participants into this program.

17.3.4. Within thirty calendar days of acceptance into the program by the District, the unit member shall submit and have accepted his/her notice of retirement to be effective July 1.

17.3.5. The total compensation that is available under this program is based on the age of the participant at the time of entry into the program, as follows:

Retirement Age	Years Benefit	Total Benefits
55	10	\$30,000
56	8	24,000
57	6	18,000
58	4	12,000

The retiree shall be paid \$3,000 per year. All applicable taxes shall be deducted from this amount. In the event that the retiree dies prior to the final payment of the total benefit, the remaining dollar benefits provided for in this article shall continue to be paid to the deceased retiree's estate as provided above.

- 17.3.6. New applicants will be accepted into this program every year in accordance with the provisions of Article 17.3 as long as the program continues to represent an overall cost savings to the District.

17.4. Part-time Employment with Full Retirement Credit

17.4.1. Provisions

In accordance with the following provisions, certain unit members may be permitted to reduce their workload to not less than one-half time of regular full- time members and will be permitted to have retirement benefits based on full- time employment.

17.4.2. STRS

The District and the unit member shall make contributions to STRS on the same basis as if the employee were full-time.

17.4.3. Age

The unit member must have reached the age of 55.

17.4.4. Length of Employment

The unit member must have been employed 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.

17.4.5. Optional Part-time Employment

The option of part-time employment must be exercised at the request of the unit member and with the concurrence of the Superintendent, and can be revoked only with the mutual consent of the Board and the unit member. The concurrence of the Superintendent shall not be unreasonably withheld.

17.4.6. Salary

The unit member shall be paid a salary which is the pro-rata share of the salary the member would be earning had the 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 the payments that would be required if the unit member remained in full-time employment. The unit member shall receive fringe benefits as if employed full time.

17.4.7. Minimum Part-time Employment

The minimum part-time employment shall be the equivalent of one-half ($\frac{1}{2}$) 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.

ARTICLE 18. SPECIAL EDUCATION

18.1. Subcontracting

The parties agree that the duties and work performed by the unit members as described in Article 2, Recognition, shall be performed only by said members except where other additional resources are needed by the District. In the event in which subcontracting is required to fill open positions, the District shall exercise due diligence and keep the Association President apprised of the efforts to hire qualified certificated unit members prior to subcontracting. The District shall not contract out for unit member positions prior to notifying the Association President of that need. This shall not impede the District from contracting out to fill unit member positions when needed.

18.2. Professional Development

- 18.2.1. As the District designs and implements professional development for unit members, the Association shall have the opportunity to provide input on the concerns of unit members related to students with special needs.
- 18.2.2. Professional Development shall include but not be limited to how unit members can meet the needs of special education students in the special and general education settings, to modify curriculum, and develop and implement behavior plans.
- 18.2.3. When possible, any such professional development activities shall be accomplished during the unit member's regular workday.

18.3. Student Referrals and Placement in General Education Classroom

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

- 18.3.1. Elementary and secondary general education teachers and secondary counselors receive a copy of the relevant sections of a student's Individual Education Program (IEP) At a Glance within five (5) school days of the student's placement in the teacher's classroom or on the counselor's caseload.
- 18.3.2. Request review of an IEP of a student in the general education teacher's classroom. Any such request shall be submitted to the student's case manager.
- 18.3.3. As appropriate, be a member of the IEP team for a student assigned to his/her classroom. Whenever possible, IEP meetings will be held during the unit member's regular workday. IEPs held outside of the unit member's contract

day will be compensated at the negotiated hourly rate, except when the IEP is requested to be outside the contract day by a unit member.

- 18.3.4. If a student engages in disruptive behavior, the teacher shall utilize appropriate intervention procedures, and if necessary, request assistance from the administration.
- 18.3.5. Appropriate training shall be provided for general education teachers to meet the needs of students with IEPs assigned to their classrooms.

18.4. Non-Special Day Education Specialists

- 18.4.1. Will be assigned a caseload as outlined in 18.10. If the state requirements change, the parties will reopen negotiation on this section.
- 18.4.2. Will be assigned paraprofessional support based on the needs of the program and individual student need as determined by the District in consultation with the unit member.
- 18.4.3. Will not be assigned to teach or substitute in a regular class. This is not to be construed as prohibiting an Education Specialist from working in a regular class with the regular teacher in the implementation of a student's IEP.
- 18.4.4. Whenever possible, the District will provide release time to attend meetings regarding development, assessment, and/or implementation of IEPs of students assigned to his/her caseload. IEPs held outside of the unit member's contract day will be compensated at the negotiated hourly rate, except when the IEP is requested to be outside the contract day by a unit member.
- 18.4.5. The regular classroom teacher and special education service providers shall mutually develop the instructional methods to be utilized in the implementation of the IEP of a student assigned to a regular classroom.

18.5. Special Day Education Specialists

- 18.5.1. Will be assigned paraprofessional support based on the needs of the program and individual student need as determined by the District in consultation with the unit member.
- 18.5.2. Will attend meetings regarding the development, assessment, and/or implementation of the IEPs of a student assigned to his/her caseload. IEPs held outside of the unit member's contract day will be compensated at the

negotiated hourly rate, except when the IEP is requested to be outside the contract day by a unit member.

18.6. Nurse Services

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

18.7. Speech and Language Therapist Services

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

18.7.2 Speech and Language Therapists services shall have a maximum caseload of 50 EIPs. Any IEP caseload over 50 IEPs will result in overage payment as defined by Article 6 Section 6.2.

18.8. Education Specialists Preparation and Release Time

18.8.1. Education Specialists shall have the same amount of preparation time as general education teachers at their site.

18.8.2. Education Specialists may request release time from their site administrator in order to conduct assessments, write reports, and prepare for IEP meetings. Such release time shall not exceed a total of six (6) workdays per school year and may only be taken when the administrator can provide adequate coverage for the teacher's regular assignment.

18.9. Paraprofessionals

Education Specialists may provide input to the evaluator of the paraprofessional who works with the teacher.

18.10. Class Size/Caseload

The District will maintain the following caseloads. A caseload is defined as the number of student IEPs the teacher is responsible for managing. Education Specialist caseloads shall not exceed the following maximums which apply to all pupils for whom ongoing direct service or consultation is provided:

18.10.1. Special Day Class Caseload: 10 students

18.10.2. Non-Special Day Class Caseload: 28 students

18.10.3. Non-Special Day Class Caseload with TK-5 Learning Center model: 20 students

18.10.4 The District will, beginning on the eleventh (11th) class day of the school year and any/all subsequent class day(s), pay the following overages: The District upon written request from the unit member, shall pay to the affected member four dollars (\$4.00) per student for each day that the maximum caseload is exceeded.

ARTICLE 19. PUBLIC CHARGES

19.1. Definition

A public charge is defined as a verbal or written complaint made against a unit member by any parent or legal guardian of a currently enrolled student. The normal channel for complaints shall be from Complainant to Unit Member to Site Administrator to Superintendent. Every effort will be made to resolve the complaint at the earliest possible stage. Complaints not resolved at the point of origin must be submitted in writing before further processing.

Neither a negative nor unsatisfactory evaluation shall be predicated upon nor include information or material of a derogatory or critical nature which has been received by the evaluator from any parent or legal guardian of a currently enrolled student unless the procedures have been followed.

19.2. Mandatory Procedures and Guidelines

Step 1

19.2.1. A public charge must be reported to the unit member by the administrator receiving the complaint within five (5) weekdays excluding holidays, of receipt. Otherwise, the complaint cannot be used against the unit member nor copies of same kept in any file.

Step 2

19.2.2. Upon request, the unit member shall be given time during the duty day, without salary deduction, to meet with the immediate supervisor and a representative of the unit member's choice to review the complaint.

Step 3

19.2.3. If either the complainant, the involved unit member, the immediate supervisor and/or bargaining unit representative, believes the public charge allegations warrant a meeting, the immediate supervisor shall attempt to schedule a meeting with the complainant in an attempt to resolve the matter. An Association representative may be present at the request of the unit member.

19.2.3.1. If the complainant refuses or is unable to attend the meeting,
AND refuses to submit a written public charge to the unit

member's immediate supervisor, the matter shall be dropped and all records associated with the complaint shall be destroyed.

- 19.2.3.2. If the complainant refuses or is unable to attend the meeting BUT submits a written public charge to the unit member's immediate supervisor, the original of the written public charge must be offered to the unit member and a copy retained by the immediate supervisor.

19.3. When Solution is Attainable

- 19.3.1. If the immediate supervisor and/or the Superintendent find the public charge to be largely or wholly unsubstantiated, all record of it shall be destroyed.
- 19.3.2. If the immediate supervisor and/or the Superintendent and the unit member agree that some part (s) of the public charge are accurate, but a mutually acceptable resolution of the problem is achieved, the supervisor and the employee shall sign a written summary of the resolution. The supervisor and the unit member shall each retain a copy of the summary.

19.4. When Solution is Unattainable

If, after working with the immediate supervisor and the Superintendent, no mutually acceptable resolution has been reached, the following procedures shall be followed.

- 19.4.1 The unit member shall prepare a written response to the written public charge.
- 19.4.2 The response shall be attached to any/all copies of the public charge, placed in a sealed envelope, dated and labeled "CONFIDENTIAL - NOT TO BE OPENED EXCEPT FOR PURPOSES OF ADMINISTRATIVE HEARING FOR DISMISSAL."
- 19.4.3 Four years from the date on the envelope, if there has been no recurrence of the matter, the contents shall be void, and, upon written request of the unit member, the envelope and its contents shall be destroyed in the presence of the unit member and a representative of the unit member's choice.

ARTICLE 20. SUMMER SCHOOL

- 20.1. All unit members employed in summer school shall have a valid California teaching credential.
- 20.2. The hourly rate for summer school is identified on Appendix AA.
- 20.3. Responsibility for obtaining a substitute will rest with the summer schoolteacher in cooperation with the summer school administrator. The site administrator will maintain a current list of substitutes available for summer employment.
- 20.4. First priority for hiring of summer school teachers will be provided to currently employed permanent, probationary, or temporary teachers.
- 20.5. One day per session of sick leave will be provided to summer school teachers.
- 20.6. The summer schoolwork day for unit members will be five (5) hours inclusive of one (1) hour preparation time.
- 20.7. There will be one District-paid non-student workday for unit members employed in summer school.
- 20.8. Professional dues shall be determined by the Association and collected by the District.
- 20.9. Hourly unit members employed in summer school covered by this article shall have rights under this Agreement only as expressly provided in this Article. Unit members covered under this Article shall have the full benefits provided in Articles:

1	Agreement
2	Recognition
8	Association Rights
8.9	Individual Contracts
8.10	Printing of Agreement
9	District Rights
10	Procedures for Grievances
11	Working Conditions
11.4	Teacher Intra-District Travel
14.4.1 and 14.4.2.	Leaves: Bereavement
14.12	Leaves: Jury or Witness Duty
18.4.5	Special Day Class Teachers
19	Public Charges

24	Completion of Meet & Negotiation/Savings
26	Duration

ARTICLE 21. LOCAL OPTION PROCESS

Any school (or schools), department, unit member, or group of unit members within the bargaining unit may request a waiver of the provisions of this contract subject to the following conditions:

- 21.1. Proposals for waiver shall first be discussed with the Association and District in a consult session.
- 21.2. Waivers must be approved by a two-thirds (2/3) vote of the unit members at that school.
- 21.3. In addition to the approval in 21.2 above, both the Association and the District must approve any waiver before it can become effective.
- 21.4. All waivers granted under the provisions of this Local Option Process shall remain in effect only for the school year in which they are initiated, but they can be renewed on a year-to-year basis using the same procedure as stated in 21.2 and 21.3 above, and shall not set a precedent for other sites or other groups at the site.
- 21.5. The parties acknowledge that, should a grievance be filed by a unit member challenging the granting of a waiver, the Association is the only party who may move the grievance to arbitration (Article 10.5.1).

ARTICLE 22. PERSONAL AND ACADEMIC FREEDOM

- 22.1. The District is committed to the philosophy that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the students and sensitive to the community needs and the needs of our diverse cultures and heritages. Unit members shall be guaranteed academic freedom provided they meet their obligation to teach the District curriculum which they are assigned to teach.
- 22.2. In addition to the Board adopted curriculum materials, unit members are free to use supplementary instructional materials to enhance their programs as long as said material is relevant to the course content and within the scope of the law.
- 22.3. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

ARTICLE 23. JUST CAUSE / DUE PROCESS RIGHTS

- 23.1. If California Education Code 44932 et seq. is deleted, the parties agree to meet and negotiate contract language immediately.

ARTICLE 24. COMPLETION OF MEET AND NEGOTIATION/SAVINGS

24.1. Complete Agreement

24.1.1 This document constitutes the full Agreement between the parties. However, negotiations relating to the following topics shall remain open for negotiation throughout the 2024-25 school year:

- Article 4 Hours
- Article 6 Class Size
- Article 7 Transfers and Reassignments
- Article 8 Association Rights
- Article 11 Working Conditions
- Article 14 Leaves
- Article 15 Wages
- Article 17 Early Retirement Incentive Programs
- Article 25 Peer Assistance and Review
- Transitional Kindergarten (not present in any language), Preschool (MOU 24-25), Virtual Learning Academy (MOU 24-25) El Camino (site, but has different schedule/requirements), Phoenix (program; may have schedule/requirements)

24.1.2 For the 2025-2026 school year, the parties are committed to submitting any number of reopeners by May 31, 2025.

24.1.3 During the term of this Agreement, the Association and the District shall have the right to reopen negotiations each year on any other re-openers of its choice.

24.2. Agreement Supersedes

This Agreement shall supersede any rules, regulations, or practices of the employer which are or may in the future be contrary to or inconsistent with its terms.

24.3. Savings

If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provisions or applications will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect. The parties shall

meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 25. PEER ASSISTANCE AND REVIEW

25.1. Introduction

- 25.1.1. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers can benefit from the assistance and review of colleagues. Therefore, the Association and the District have established a teacher peer assistance and review program (PAR), making available the skills of exemplary teachers to help teachers develop as professionals. Peer assistance may be provided to non-permanent teachers through an approved teacher induction program. PAR will be provided to teachers who choose to participate voluntarily or to permanent teachers who are referred to the program because of an unsatisfactory evaluation.
- 25.1.2. The Association and District agree that the first priority of the program shall be providing assistance to Referred Teachers. The second priority of the program shall be funding the Beginning Teacher participant cost for the Beginning Teacher Support and Assessment (BTSA) program (for 2000-01 this cost is \$2,000 per Beginning Teacher) or in the event that BTSA is eliminated or modified, the Beginning Teacher participant cost for a successor state-approved teacher induction program. Following the support to these programs, the remaining funds may be used for activities such as supporting voluntary teacher participants, staff development programs open to all teachers, and support for new district teachers not eligible for BTSA.
- 25.1.3. The District has notified the State Superintendent of Schools that it plans to implement the PAR program pursuant to AB1X on July 1, 2000. The District and Association agree to implement PAR effective July 1, 2000, in accord with this article, using 1999-2000 as a planning year.

25.2. Definitions

- 25.2.1. Participating Teacher: The four types of participating teachers are Referred, Volunteer, Beginning, and New District Teacher.
 - 25.2.1.1. Referred Teacher is a permanent unit member who has received a final overall rating of Unsatisfactory on the Final Evaluation

Summary in the prior year. The unit member shall be referred to the PAR program to improve his/her instructional techniques or methodologies and subject matter knowledge.

- 25.2.1.2. Voluntary Participating Teacher is any permanent classroom teacher who volunteers to participate in the program for the purpose of obtaining peer assistance from a Consulting Teacher to enhance the quality of instruction in the classroom.
- 25.2.1.3. Beginning Teacher is a teacher in the first or second year of his/her career.
- 25.2.1.4. New District Teacher is a teacher new to the District, not eligible for BTSA, who is within his/her first two (2) years of employment in CRPUSD.
- 25.2.2. Classroom Teacher is a credentialed teacher including but not limited to general education, Resource Specialist, BECL, and Special Day Class teachers.
- 25.2.3. Consulting Teacher is a permanent exemplary classroom teacher who is selected by the Joint Panel to provide assistance to Referred, Voluntary and/or New District Teachers.
- 25.2.4. Support Provider is a permanent exemplary classroom teacher who meets the BTSA Support Provider standards and is selected by the Beginning Teacher.

25.3. Joint Panel

- 25.3.1. The Joint Panel serves as the governing body of the PAR Program, which includes the organization and coordination of PAR activities, BTSA, and staff development activities pursuant to Education Code 44506 (b).
- 25.3.2. A Joint Panel shall be established only if a Referred Teacher is identified by June 1 of the school year preceding the need for the Joint Panel. The Joint Panel will be composed of four (4) teachers [two (2) K-5 teachers, one (1) 6-8 teacher, and one (1) 9-12 teacher], and three (3) administrators [one (1) K-5, one (1) 6-12, and one (1) appointed at large.]

- 25.3.2.1. The Association and District shall each select one alternate panel member to serve in the event of a professional or personal conflict of interest regarding a Referred Teacher. The alternate shall serve the remainder of the year(s) when a conflict of interest exists.
- 25.3.2.2. The Association is responsible for selecting four (4) Association representatives to serve as Joint Panel members. Initially, two (2) classroom teacher panel members shall serve for three (3) years and two (2) shall serve for two (2) years. All subsequent terms shall be for three (3) years.
- 25.3.2.3. The Superintendent shall appoint the administrator panel members. Initially, two (2) administrator panel members shall serve for three (3) years and one (1) shall serve for two (2) years. All subsequent terms shall be for three (3) years.
- 25.3.3. For the 2000-01 school year, Joint Panel members shall be chosen no later than November 10, 2000. In subsequent years, Joint Panel members shall be chosen no later than June 30 of the year preceding their service.
- 25.3.4. The Joint Panel shall make all decisions through consensus except for the selection of Consulting Teachers, which shall be done by majority vote.
 - 25.3.4.1. For purposes of this article consensus consists of three (3) possible responses: “yes”, “no”, “can live with”. “Can live with” is an affirmative vote.
 - 25.3.4.2. No action can be taken if there is a “no” vote.
- 25.3.5. Five (5) of the seven (7) Joint Panel members will constitute a quorum for the purposes of meetings and conducting business.
- 25.3.6. Panel members will participate in training to understand PAR and beginning teacher training programs, as well as formative assessment.
- 25.3.7. The Joint Panel shall be responsible for the following:
 - 1. Establishing its own meeting schedule.
 - 2. Adopting rules and procedures to affect the provisions of this program. Said rules and procedures will be consistent with the provisions of this

Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

3. Receiving necessary training to implement the PAR Program.
 4. Selecting Consulting Teachers by June 1 for the following year, depending upon need.
 5. Maintaining confidentiality of applications and recommendations and using them for the sole purpose of selecting Consulting Teachers.
 6. Making available only the panel's written recommendation for placement in the Referred Teacher's personnel file.
 7. Forwarding only the names of Referred Teachers who do not successfully participate in the PAR program to the Superintendent.
 8. Evaluating annually the efficacy of the PAR program in order to improve the program.
 9. Carrying over any unexpended funds remaining in the PAR Program Budget at the end of the fiscal year to the following year as permitted by law.
 10. Submitting an annual budget for approval by the Governing Board of the Cotati-Rohnert Park Unified School District.
 11. Complying with state guidelines and directives regarding record keeping or other state-mandated compliance issues.
- 25.3.8. All proceedings and materials related to PAR and all personnel matters shall be strictly confidential. Such confidential information may be disclosed only to the Joint Panel, Referred Teacher, and Principal/Evaluator.
- 25.3.9. Joint Panel members shall be provided ten (10) days release time for training regarding their duties and observations of Consulting Teacher applicants. All Joint Panel members shall be compensated in the amount of \$3000 per year. Alternates will not be compensated unless they replace a regular Joint Panel Member. For the purposes of initiating the Program during 2000-01 an additional stipend shall be \$1000.
- 25.3.10. A member of the Joint Panel may not serve as a consulting teacher or a support provider during his/her tenure on the Joint Panel.

25.4. Consulting Teachers

25.4.1. Classroom teachers shall file an application to become a Consulting Teacher no later than September 1 in any year in which the Joint Panel is convened and shall meet the following qualifications:

1. Be a permanent classroom teacher who spends not less than sixty percent (60%) of the hours per year normally spent in instruction by regular classroom teachers at his/her grade level in direct instruction of pupils.
2. Possess substantial recent experience in classroom instruction of not less than eight (8) years, with a minimum of four (4) years in the Cotati- Rohnert Park Unified School District.
3. Demonstrate exemplary teaching ability which includes effective communication skills, ability to work cooperatively and effectively with others, subject matter knowledge and the mastery of a range of teaching strategies to meet pupil needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning and organization for teaching and principles of learning.
4. Possess knowledge of and a commitment to the California Standards for the Teaching Profession.
5. Submit one (1) letter of recommendation from his/her administrator, one (1) letter of recommendation from a RPCEA site representative, and two (2) letters of recommendation from colleagues who have direct knowledge of the applicant's ability to work with/or assist peers. (All applications and recommendations will be kept confidential and used solely for the purpose of selecting Consulting Teachers.)

25.4.2. After initial training, the Joint Panel may recommend the Consulting Teachers take additional training.

25.4.3. The Consulting Teacher and Principal/Evaluator are expected to maintain a cooperative relationship in the PAR process.

- 25.4.4. The term of the Consulting Teacher shall be two (2) years, and he/she may not serve in the position for more than two (2) consecutive terms.
- 25.4.5. If no Consulting Teacher is available in the District, it shall be the responsibility of the Joint Panel to provide one. A Memorandum of Understanding between the District and RPCEA shall be required.
- 25.4.6. The Consulting Teacher shall log the dates, times, and instructional area worked on with the Referred Teacher. The log shall not be evaluative. It shall be submitted to the Joint Panel and the Referred Teacher and shall not be made available for placement in the personnel file.
- 25.4.7. The Consulting Teacher shall provide periodic written feedback to the Referred Teacher for discussion and review. The Consulting Teacher shall submit the final written report to the Referred Teacher to receive his or her input and signature before the Consulting Teacher submits the report to the Joint Panel. The Referred Teacher's signature does not mean agreement; rather that he/she has received a copy of the report. The Referred Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association Representative of his or her choice.
- 25.4.8. The Consulting Teacher's final written report shall make recommendations to the Joint Panel in regard to the Referred Teacher's progress in the PAR Program. The report shall be that the Referred Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
1. Is making progress and continued participation in PAR is recommended; or
 2. Has made significant progress and continued participation in PAR is not needed; or
 3. Has not made progress in PAR and is not recommended to continue in the Program.
- 25.4.9. A Consulting Teacher shall not participate in the formal District evaluation of any Referred Teacher.

- 25.4.10. The Consulting Teacher shall be paid an annual base stipend of \$500 and an additional stipend according to the following assignments:

Consulting Teacher Assignment	Maximum Caseload	Stipend Per Assigned Teacher
Each Referred Teacher	1	\$5,000/year
Each Voluntary Participating Teacher	2	\$750/semester
Each New District Teacher	3	\$750/semester

The stipend is based on full year participation for a Referred Teacher. If staff participates less than the above term, the stipend will be pro-rated, one month equaling one-ninth (1/9) of full year stipend.

- 25.4.11. The Joint Panel and the Consulting Teacher shall mutually determine the Consulting Teacher's caseload.
- 25.4.12. A Consulting Teacher shall work with no more than: one (1) Referred Teacher or three (3) Voluntary Participating Teachers or two (2) New District Teachers.

25.5. BTSA Support Provider

- 25.5.1. A Support Provider shall be a permanent, classroom teacher who meets BTSA Support Provider requirements.
- 25.5.2. A Support Provider will have no term limits.
- 25.5.3. The Joint Panel and the BTSA Support Provider shall mutually determine the Support Provider's caseload.
- 25.5.4. A BTSA Support Provider shall work with no more than two (2) BTSA participants.
- 25.5.5. The BTSA Support Provider shall be paid an annual stipend identified on Appendix AA-2.
- 25.5.6. The BTSA Support Provider shall be selected by the Beginning Teacher with whom he/she will be working.
- 25.5.7. The NCBTP-funded stipend for the BTSA Support Provider for the 2002-2003 school year is \$810.00. This is in addition to the stipend paid to the support provider from Peer Assistance and Review funds pursuant to Article 25.5.5 of the Collective Bargaining Agreement.

25.6. Referred Teacher

- 25.6.1. The Referred Teacher shall be provided:
 - 25.6.1.1. Multiple PAR Consulting Teacher observations during classroom instruction of not less than six (6), and shall have both pre-observation and post-observation conferences.
 - 25.6.1.2. A Referred Teacher may prioritize his or her choice of Consulting Teachers from a list of Consulting Teachers provided by the Joint Panel; however, the Joint Panel makes the final determination. A Referred Teacher may elect to change his or her Consulting Teacher up to six (6) weeks after the first meeting between the Consulting Teacher and Referred Teacher.
 - 25.6.1.3. Reasonable training and other support as needed to assist improvement in teaching skills and knowledge.
 - 25.6.1.4. Performance goals for participating teachers in writing, clearly stated, aligned with pupil learning and consistent with Education Code Section 44662 (Stull Bill provision).
 - 25.6.1.5. The right to submit a written response within twenty (20) days and have it attached to any report by the Consulting Teacher and/or Joint Panel.
 - 25.6.1.6. The right to request a meeting with the Joint Panel with the right to have representation.
 - 25.6.1.7. A Consulting Teacher who shall not participate in the evaluation of the Referred Teacher.
- 25.6.2. All communication between the Consulting Teacher and the Referred Teacher shall be confidential and shall not be shared by the Consulting Teacher with others, including the site principal, the evaluator, or the Joint Panel, without the written consent of the Referred Teacher.

25.7. Beginning Teacher

- 25.7.1. Beginning teachers will participate in the BTSA Program in accordance with state mandates.
- 25.7.2. A beginning teacher shall select his or her own support provider.

- 25.7.3. All communication between the Support Provider and the Beginning Teacher shall be confidential and shall not be shared by the Support Provider with others, including the site principal, the evaluator, or the Joint Panel, without the written consent of the Beginning Teacher. 31

25.8. New District Teacher

- 25.8.1. New District Teachers will have the option of participating in the PAR Program.
- 25.8.2. All communication between the Consulting Teacher and the New District Teacher shall be confidential and shall not be shared by the Consulting Teacher with others, including the site principal, the evaluator, or the Joint Panel, without the written consent of the New District Teacher.
- 25.8.3. A New District Teacher may terminate his or her participation in the PAR program at any time. Terminating participation will not be reflected in any evaluation nor any report.

25.9. Voluntary Participating Teacher

- 25.9.1. Any teacher will have the option of volunteering to participate in the PAR Program.
- 25.9.2. All communication between the Consulting Teacher and the Voluntary Participating Teacher shall be confidential and shall not be shared by the Consulting Teacher with others, including the site principal, the evaluator, or the Joint Panel, without the written consent of the Voluntary Participating Teacher.
- 25.9.3. A Voluntary Participating Teacher may terminate his or her participation in the PAR program at any time. Terminating participation will not be reflected in any evaluation nor any report.

25.10. Miscellaneous Provisions

- 25.10.1. The District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.

- 25.10.2. Functions performed under this provision by bargaining unit members shall constitute neither management nor supervisory functions.
- 25.10.3. The Association and the District shall jointly monitor the development and implementation of this program. The provisions of PAR shall be reviewed annually by June 1. Revisions, if necessary, shall occur with the mutual agreement of the District and RPCEA.
- 25.10.4. Any income from NCBTP not used for these stipends will be used by the Peer Assistance and Review Joint Panel to support the District BTSA program.
- 25.10.5. Any stipends or statutory benefits costs not covered by the NCBTP funds will be paid from the Peer Assistance and Review budget administered by the Joint Panel.

25.11. Summary

- 25.11.1. The program shall be designed so that participants shall expect and are strongly encouraged to have a cooperative relationship between the Consulting Teacher and the principal/evaluator with respect to the process of PAR. The principal shall retain the responsibilities for evaluation pursuant to Article 3 of this Agreement.
- 25.11.2. This article shall be in compliance with the Education Code requirements regarding Peer Assistance and Review (PAR). Based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.
- 25.11.3. If the amounts actually paid to the District by NCBTP differs from the amounts originally provided to the District by NCBTP, the parties will meet and negotiate new stipends.

25.12. Budget

After five percent (5%) is allocated for administrative costs as permitted by law, the District will allocate each year the balance of the revenue generated by the implementation of the Peer Assistance and Review Program to the Joint Panel to develop and support in the Cotati-Rohnert Park Unified School District a Peer Assistance and Review program.

25.13. Dispute Resolution Procedures

25.13.1. The following italicized subsections of this article shall be subject to the grievance procedures outlined in Article 10 of this Agreement.

25.13.1.1. For the 2000-01 school year, Joint Panel members shall be chosen no later than November 10, 2000. In subsequent years, Joint Panel.

25.13.1.2. A Consulting Teacher shall not participate in the formal District evaluation of any Referred Teacher.

25.13.1.3. The Consulting Teacher shall be paid an annual base stipend of \$500 and an additional stipend according to the following assignments:

Consulting Teacher Assignment	Maximum Caseload	Stipend Per Assigned Teacher
Each Referred Teacher	1	\$5000/year
Each Voluntary Participating Teacher	3	\$750/semester
Each New District Teacher	2	\$750/semester

25.13.1.4. The stipend is based on full year participation for a Referred Teacher. If staff participates less than the above term, the stipend will be prorated, one month equaling one-ninth (1/9) of full year stipend.

25.13.1.5. A Consulting Teacher shall work with no more than:
one (1) Referred Teacher
or three (3) Voluntary Participating Teachers
or two (2) New District Teachers

25.13.1.6. A BTSA Support Provider shall work with no more than two (2) BTSA participants.

25.13.1.7. The BTSA Support Provider shall be paid an annual stipend according to the following assignments:

BTSA Support Provider:

\$1,000 for one BTSA participant

\$500 for second BTSA participant

25.13.2. The dispute resolution procedures outlined in 25.13.3 will be used when a Referred Teacher alleges that he/she has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of the following provisions of this article, Peer Assistance and Review.

25.13.2.1. The Consulting Teacher shall log the dates, times, and instructional area worked on with the Referred Teacher. The log shall not be evaluative. It shall be submitted to the Joint Panel and the Referred Teacher and shall not be made available for placement in the personnel file.

25.13.2.2. The Consulting Teacher shall provide periodic written feedback to the Referred Teacher for discussion and review. The Consulting Teacher shall submit the final written report to the Referred Teacher to receive his or her input and signature before the Consulting Teacher submits the report to the Joint Panel. The Referred Teacher's signature does not mean agreement; rather that he/she has received a copy of the report. The Referred Teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report. The Referred Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association Representative of his or her choice.

25.13.2.3. The Consulting Teacher's final written report shall make recommendations to the Joint Panel in regard to the Referred Teacher's progress in the PAR Program. The report shall be that the Referred Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:

1. Is making progress and continued participation in PAR is recommended; or

2. Has made significant progress and continued participation in PAR is not needed; or
3. Has not made progress in PAR and is not recommended to continue in the Program.

25.13.3. Referred Teacher

25.13.3.1. The Referred Teacher shall be provided:

25.13.3.2. Multiple PAR Consulting Teacher observations during classroom instruction of not less than six (6), and shall have both pre-observation and post-observation conferences.

25.13.3.2.1. A Referred Teacher may prioritize his or her choice of Consulting Teachers from a list of Consulting Teachers provided by the Joint Panel; however, Joint Panel makes the final determination. A Referred Teacher may elect to change his or her Consulting Teacher up to six (6) weeks after the first meeting between the Consulting Teacher and Referred Teacher.

25.13.3.2.2. Reasonable training and other support as needed to assist improvement in teaching skills and knowledge.

25.13.3.2.3. Performance goals for participating teachers in writing, clearly stated, aligned with pupil learning and consistent with Education Code Section 44662 (Stull Bill provision).

25.13.3.2.4. The right to submit a written response within twenty (20) days and have it attached to any report by the Consulting Teacher and/or Joint Panel.

25.13.3.2.5. The right to request a meeting with the Joint Panel with the right to have representation.

- 25.13.3.2.6. A Consulting Teacher who shall not participate in the evaluation of the Referred Teacher.
- 25.13.3.2.7. All communication between the Consulting Teacher and the Referred Teacher shall be confidential and shall not be shared by the Consulting Teacher with others, including the site principal, the evaluator, or the Joint Panel, without the written consent of the Referred Teacher.

25.14. Dispute Resolution

- 25.14.1. The dispute resolution procedures outlined in 25.13.2 will be used when a Referred Teacher alleges that he/she has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of the following provisions of this article, Peer Assistance and Review.
- 25.14.2. Dispute Resolution Procedures
 - 25.14.2.1. Only a Referred Teacher may file an appeal regarding his or her participation in the Peer Assistance and Review Program.
 - 25.14.2.2. The content of the Consulting Teacher's log and written report described in subsection 25.4.6, 25.4.7, and 25.4.8 are not subject to these procedures.
 - 25.14.2.3. Within twenty (20) days of the date the Referred Teacher knew or should have known of the occurrence of the act or omission giving rise to the appeal, he or she may submit a letter to the Superintendent or designee who will date stamp the letter and forward it to the members of the Joint Panel within three (3) days.
 - 25.14.2.4. The letter shall identify the specific subsections of the article that were misapplied, misinterpreted, or violated and describe what occurred. The letter should describe the specific remedy sought.
 - 25.14.2.5. The Joint Panel will review the letter, seeking additional clarification from the Referred Teacher and others as needed.

- 25.14.2.6. Within twenty (20) days of receipt of the Referred Teacher's letter from the Superintendent or designee, the Joint Panel will render a written determination to the Referred Teacher.
- 25.14.2.7. If the Referred Teacher disagrees with the decision of the Joint Panel, within ten (10) days of the receipt of the Joint Panel's determination, the Referred Teacher can appeal the determination of the Joint Panel to the Superintendent or Designee.
- 25.14.2.8. Within ten (10) days of receipt of the Referred Teacher's appeal, the Superintendent shall provide a written response to the Referred Teacher with a copy to the members of the Joint Panel. The Superintendent may meet with the Referred Teacher and/or the Joint Panel as part of this review. The decision of the Superintendent shall be final and binding in this dispute resolution procedure.
- 25.14.2.9. If the Referred Teacher disagrees with the decision of the Superintendent, within ten (10) days of receipt of the Superintendent's decision, he or she may request in writing that the Association submit the appeal to an arbitrator pursuant to Article 10, Procedure for Grievances, commencing with Section 10.5, Formal – Step IV.
- 25.14.3. A Referred Teacher, Voluntary Participating Teacher, Beginning Teacher, or New District Teacher who believes that his/her Consulting Teacher has breached the confidentiality provision of this article, subsections 25.6.2, 25.7.3, 25.8.2, and 25.9.2 may use the dispute resolution procedures as outlined in 25.13.3 of this article.

ARTICLE 26. DURATION

This Agreement shall be effective for the period July 1, 2024, through June 30, 2027. This is a closed contract through June 30, 2027.

IN WITNESS WHEREOF both parties have ratified the June 18, 2024 Comprehensive Tentative Settlement Agreement and caused this Agreement to be signed by their respective presidents.

Rohnert Park Cotati Educators Association

Cotati Rohnert Park Unified School District

By: _____
President

By: _____
President, Governing Board

Date: _____

Date: _____

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APPENDIX A1

FULLY CREDENTIALLED TEACHERS SALARY SCHEDULE

Appendix A1

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 185-Day Work Year
FULLY CREDENTIALLED TEACHERS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	57,586	57,587	57,588	57,590	59,909	63,385
2	57,587	57,588	57,590	58,178	62,214	65,684
3	57,588	57,590	58,027	60,415	64,521	67,992
4	57,590	58,027	60,131	62,674	66,827	70,303
5		60,131	62,236	65,058	69,134	72,604
6		62,236	64,337	67,169	71,450	74,916
7		64,337	66,442	69,428	73,751	77,228
8		66,442	68,546	71,675	76,057	79,533
9			70,656	73,931	78,373	81,843
10			72,753	76,185	80,674	84,154
11			74,853	78,423	82,983	86,457
12				80,674	85,298	88,764
13				80,674	85,298	88,764
14				80,674	85,298	88,764
15				84,437	90,049	93,518
16					90,049	93,518
17					90,049	93,518
18					93,805	97,275
19					93,805	97,275
20					93,805	97,275
21					97,564	101,037
22					97,564	101,037
23					97,564	101,037
24					101,333	104,805

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge	1,559
Department Chair/ Team Leader: - Base	

per section 48

Please Note:

Up to 20 years experience is granted for new hires only.
Units earned after date of degree must be presented at time of initial employment.
Effective July 1, 1999 employees placed in columns A or B can progress only through step 4 in column A or step 8 in column B.
Effective July 1, 1997 column C will be truncated after step 11 and column D will be truncated after step 15. Employees in 1996-97 on column C, step 11 or higher and employees in 1996-97 on column D, step 15 or higher will be allowed to progress through these columns.

\$2000.00 Increase as of July 1, 2024

APPENDIX A2

NON-FULLY CREDENTIALLED TEACHERS SALARY SCHEDULE

Appendix A2

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 185-Day Work Year
NON-FULLY CREDENTIALLED TEACHERS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	53,271	53,271	53,818	55,918	59,910	63,385
2	53,271	53,818	55,918	58,178	62,214	65,684
3	53,818	55,918	58,027	60,415	64,521	67,992
4	55,918	58,027	60,131	62,674	66,827	70,303
5		60,131	62,236	65,058	69,134	72,605
6		62,236	64,337	67,169	71,450	74,916
7		64,337	66,442	69,428	73,751	77,228
8		66,442	68,546	71,675	76,057	79,533
9			70,656	73,931	78,373	81,843
10			72,753	76,185	80,674	84,154
11			74,853	78,423	82,983	86,457
12				80,674	85,298	88,764
13				80,674	85,298	88,764
14				80,674	85,298	88,764
15				84,437	90,049	93,518
16					90,049	93,518
17					90,049	93,518
18					93,805	97,275
19					93,805	97,275
20					93,805	97,275
21					97,564	101,037
22					97,564	101,037
23					97,564	101,037
24					101,333	104,805

M.A./National
Board
Certification 1,416

Ph.D. 2,835

Ed.D. 2,835

Teacher-in-
Charge 1,559

Department
Chair/
Team Leader:
- Base

per section 48

Please Note:

Up to 20 years experience is granted for new hires only.

Units earned after date of degree must be presented at time of initial employment.

Effective July 1, 1999 employees placed in columns A or B can progress only through step 4 in column A or step 8 in column B.

Effective July 1, 1997 column C will be truncated after step 11 and column D will be truncated after step 15. Employees in 1996-97 on column C, step 11 or higher and employees in 1996-97 on column D, step 15 or higher will be allowed to progress through these columns.

\$2000.00 increase as of July 1, 2024

APPENDIX A3

FULLY CREDENTIALLED EDUCATION SPECIALISTS SALARY SCHEDULE

Appendix A3

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 188-Day Work Year
FULLY CREDENTIALLED EDUCATION SPECIALISTS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	58,520	58,521	58,522	58,524	60,880	64,413
2	58,521	58,522	58,524	59,121	63,223	66,749
3	58,522	58,524	58,968	61,395	65,567	69,095
4	58,524	58,968	61,106	63,690	67,911	71,443
5		61,106	63,245	66,113	70,255	73,781
6		63,245	65,380	68,258	72,609	76,131
7		65,380	67,519	70,554	74,947	78,480
8		67,519	69,658	72,837	77,290	80,823
9			71,802	75,130	79,644	83,170
10			73,933	77,420	81,982	85,519
11			76,067	79,695	84,329	87,859
12				81,982	86,681	90,203
13				81,982	86,681	90,203
14				81,982	86,681	90,203
15				85,806	91,509	95,035
16					91,509	95,035
17					91,509	95,035
18					95,326	98,852
19					95,326	98,852
20					95,326	98,852
21					99,146	102,675
22					99,146	102,675
23					99,146	102,675
24					102,976	106,505

M.A./National Board	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge	1,559
Department Chair/ Team Leader: - Base	

per section

Please Note:

Up to 20 years experience is granted for new hires only.

Units earned after date of degree must be presented at time of initial employment.

Effective July 1, 1999 employees placed in columns A or B can progress only through step 4 in column A or step 8 in column B.

Effective July 1, 1997 column C will be truncated after step 11 and column D will be truncated after step 15. Employees in 1996-97 on column C, step 11 or higher and employees in 1996-97 on column D, step 15 or higher will be allowed to progress through these columns.

*2000.00 increase as of July 1, 2024

APPENDIX A4

NON-FULLY CREDENTIALLED EDUCATION SPECIALISTS SALARY SCHEDULE

Appendix A4

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 188-Day Work Year
NON-FULLY CREDENTIALLED EDUCATION SPECIALISTS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	54,135	54,135	54,691	56,825	60,882	64,413
2	54,135	54,691	56,825	59,121	63,223	66,749
3	54,691	56,825	58,968	61,395	65,567	69,095
4	56,825	58,968	61,106	63,690	67,911	71,443
5		61,106	63,245	66,113	70,255	73,782
6		63,245	65,380	68,258	72,609	76,131
7		65,380	67,519	70,554	74,947	78,480
8		67,519	69,658	72,837	77,290	80,823
9			71,802	75,130	79,644	83,170
10			73,933	77,420	81,982	85,519
11			76,067	79,695	84,329	87,859
12				81,982	86,681	90,203
13				81,982	86,681	90,203
14				81,982	86,681	90,203
15				85,806	91,509	95,035
16					91,509	95,035
17					91,509	95,035
18					95,326	98,852
19					95,326	98,852
20					95,326	98,852
21					99,146	102,675
22					99,146	102,675
23					99,146	102,675
24					102,976	106,505

M.A./National
Board
Certification 1,416

Ph.D. 2,835

Ed.D. 2,835

Teacher-in-
Charge 1,559
Department
Chair/
Team Leader:
- Base

per section 48

Please Note:
Up to 20 years experience is granted for new hires only.
Units earned after date of degree must be presented at time of initial
employment.
Effective July 1, 1999 employees placed in columns A or B can progress only
through step 4 in column A or step 8 in column B.
Effective July 1, 1997 column C will be truncated after step 11 and column D
will be truncated after step 15. Employees in 1996-97 on column C, step 11 or
higher and employees in 1996-97 on column D, step 15 or higher will be
allowed to progress through these columns.

* \$2000.00 increase as of July 1, 2024

APPENDIX A5

ELEMENTARY COUNSELORS SALARY SCHEDULE

Appendix A5

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 192-Day Work Year
ELEMENTARY COUNSELORS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1			55,750	57,935	62,080	65,680
2			57,935	60,280	64,465	68,075
3			60,115	62,605	66,860	70,465
4			62,305	64,945	69,260	72,865
5			64,490	67,420	71,650	75,250
6			66,670	69,615	74,055	77,655
7			68,855	71,955	76,450	80,050
8			71,040	74,290	78,845	82,450
9			73,230	76,635	81,245	84,845
10			75,410	78,970	83,635	87,245
11			77,590	81,295	86,030	89,635
12			79,775	83,635	88,430	92,035
13			79,775	83,635	88,430	92,035
14			79,775	83,635	88,430	92,035
15			83,685	87,540	93,365	96,970
16			83,685	87,540	93,365	96,970
17			83,685	87,540	93,365	96,970
18			87,580	91,450	97,265	100,865
19			87,580	91,450	97,265	100,865
20			87,580	91,450	97,265	100,865
21			91,485	95,345	101,165	104,770
22			91,485	95,345	101,165	104,770
23			91,485	95,345	101,165	104,770
24			95,395	99,260	105,080	108,685

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge Department Chair/ Team Leader: - Base	1,559

per section 48

Please Note:

Up to 20 years experience is granted for new hires only.
Units earned after date of degree must be presented at time of initial employment.
Effective July 1, 1996 initial salary placement will be made only in columns "C" through "F"

Elementary Counselors Duty Days: 192. No Change from 2017-18

\$2000.00 increase as of July 1, 2024

APPENDIX A6

SECONDARY COUNSELORS SALARY SCHEDULE

Appendix A6

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 195-Day Work Year
SECONDARY COUNSELORS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1			56,621	58,840	63,050	66,706
2			58,840	61,222	65,472	69,139
3			61,054	63,583	67,905	71,566
4			63,279	65,960	70,342	74,004
5			65,498	68,473	72,770	76,426
6			67,712	70,703	75,212	78,868
7			69,931	73,079	77,645	81,301
8			72,150	75,451	80,077	83,738
9			74,374	77,832	82,514	86,171
10			76,588	80,204	84,942	88,608
11			78,802	82,565	87,374	91,036
12			81,021	84,942	89,812	93,473
13			81,021	84,942	89,812	93,473
14			81,021	84,942	89,812	93,473
15			84,993	88,908	94,824	98,485
16			84,993	88,908	94,824	98,485
17			84,993	88,908	94,824	98,485
18			88,948	92,879	98,785	102,441
19			88,948	92,879	98,785	102,441
20			88,948	92,879	98,785	102,441
21			92,914	96,835	102,746	106,407
22			92,914	96,835	102,746	106,407
23			92,914	96,835	102,746	106,407
24			96,886	100,811	106,722	110,383

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge Department Chair/ Team Leader: - Base	1,559

per section 48

Please Note:

Up to 20 years experience is granted for new hires only.

Units earned after date of degree must be presented at time of initial employment.

Effective July 1, 1996 initial salary placement will be made only in columns "C" through "F"

\$2000.00 increase as of July 1, 2024

APPENDIX A7

NURSES SALARY SCHEDULE

Appendix A7

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 190-Day Work Year
NURSES

YEARS CREDIT	AB + 45	AB + 60	AB + 75
1	88,343	94,215	97,853
2	92,285	98,150	101,786
3	96,217	101,982	105,548
4	100,163	105,884	109,448
5	103,196	109,066	112,555
6	106,334	112,341	115,749
7	109,567	115,716	119,036
8	112,902	119,197	122,417
M.A./National Board Certification	1,416		
Ph.D.	2,835		
Ed.D.	2,835		
Nurse Stipend	2,000		

Effective July 1, 2019; condensed schedule with revised salaries, added nurses and increase to 190 days
Individuals with fewer than AB+45 shall be frozen at Column A, Step 1 until their AB units meet or exceed 45 units

No change to stipends.

Approved by the Board of Trustees on March 16, 2021.

\$2000.00 increase as of July 1, 2024

APPENDIX A8

SPEECH AND LANGUAGE PATHOLOGISTS SALARY SCHEDULE

Appendix A8

Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (RPCEA)
2024-2027 SALARY SCHEDULE: 190-Day Work Year
SPEECH AND LANGUAGE PATHOLOGISTS

YEARS CREDIT	AB + 45	AB + 60	AB + 75
1	88,343	94,215	97,853
2	92,285	98,150	101,786
3	96,217	101,982	105,548
4	100,163	105,884	109,448
5	103,196	109,066	112,555
6	106,334	112,341	115,749
7	109,567	115,716	119,036
8	112,902	119,197	122,417
M.A./National Board Certification	1,416		
Ph.D.	2,835		
Ed.D.	2,835		
Nurse Stipend	2,000		

Effective July 1, 2019; condensed schedule with revised salaries and increase to 190 days
Individuals with fewer than AB+45 shall be frozen at Column A, Step 1 until their AB units meet or exceed 45 units
No change to stipends.
Approved by the Board of Trustees on March 16, 2021. Note: Speech schedule has been renumbered as A2 instead of AA-1 beginning in 2018-19.

\$2000.00 increase as of July 1, 2024

APPENDIX AA1

EXTRA DUTY FOR ACADEMICS SALARY SCHEDULE

2018-19 Salary Schedule Extra Duty for Academics

Division One	1	2	3	4	5
Salary	2,841	3,313	3,786	4,257	4,733
Robotics (THS)					
High School Student Activity Director (\$ + one class)					
Division Two	1	2	3	4	5
Salary	2,460	2,877	3,296	3,714	4,135
Elementary Music Coordinator					
Division Three	1	2	3	4	5
Salary	2,082	2,270	2,478	2,700	2,943
Drama Coach					
Band Director					
Academic Decathlon					
Speech Coach (Individual events/club speeches)					
Yearbook Advisor (\$ + one class)					
High School Journalism (\$ + one class)					
Middle School Student Activity Director (no class)					
Video Club (RCHS)					
Division Four	1	2	3	4	5
Salary	1,516	1,648	1,795	1,961	2,137
Debate Coach					
Division Five	1	2	3	4	5
Salary	947	1,032	1,126	1,223	1,331
Jazz Ensemble					
Choral Director					
Orchestra Director					
Art Director					
Drivers Ed. Coordinator					
Special Program Division	1	2	3	4	5
Salary	4,826	5,127	5,430	5,731	6,034
GATE Coordinator					
BECL Coordinator					
Full Inclusion Coordinator					

Full Inclusion/1 on 1 Stipend

DIS Coordinator

K-5 \$840 Per Student

\$2,142 per year

6-12 \$140 Per Student Per Period

All other extra-duty for Certificated employees will be paid at the hourly rate of \$30.00.

Summer school and ESY \$35.09

Approved by the Board of Trustees on June 26, 2018.

Effective July 1, 2017; stipend amounts unchanged from 2017-18.

High School Activity Director moved from Division Three to Division One.

APPENDIX AA2

EXTRA DUTY FOR ATHLETICS SALARY SCHEDULE

2018-19 Salary Schedule Extra Duty for Athletics

Division One	1	2	3	4	5
<i>Salary</i>	2,841	3,313	3,786	4,257	4,733
Athletic Director 6 - 12					
Varsity Coaches, grades 9-12					
Basketball					
Football					
Assistant, Frosh and Junior Varsity Coaches	1,705	1,988	2,272	2,556	2,841
Division Two	1	2	3	4	5
<i>Salary</i>	2,460	2,877	3,296	3,714	4,135
Varsity Coaches, grades 9-12					
Baseball					
Track					
Softball					
Volleyball					
Wrestling					
Assistant, Frosh and Junior Varsity Coaches	1,477	1,727	1,977	2,229	2,482
Division Three	1	2	3	4	5
<i>Salary</i>	2,082	2,270	2,478	2,700	2,943
Varsity Coaches, grades 9-12					
Cross Country					
Gymnastics					
Lacrosse					
Soccer					
Swimming					
Golf					
Tennis					
Spirit/Cheer (9-12)					
Assistant, Frosh and Junior Varsity Coaches	1,250	1,363	1,486	1,621	1,766
Division Four	1	2	3	4	5
<i>Salary</i>	1,516	1,648	1,795	1,961	2,137
Varsity Coaches, grades 9-12					
Badminton					
Head Coaches, grades 6-8 traveling teams					
Basketball			Volleyball		
Track			Flag Football		
Cross Country			Lacrosse		
Soccer					
Wrestling					
Assistant Frosh and Junior Varsity Coaches	908	989	1,076	1,177	1,282
Limited schedule 6th grade coaches/assistants	908	989	1,076	1,177	1,282
Intramural					
Coordinator - grades 9 - 12	1,346	Per semester			
Coordinator - grades 6 - 8	1,049	Per semester			
Elementary Outdoor Ed Instructor	112				

Approved by the Board of Trustees on June 26, 2018.

Effective July 1, 2018; stipend amounts unchanged from 2017-18.

APPENDIX AA3
ANNUAL SITE OR PROGRAM STIPENDS SALARY SCHEDULE

BTSA Support Provider.....\$1,200 for one BTSA participant

BTSA Coordinator

Number of Beginning Teachers:

0-5 \$100 per beginning teacher

6-10 \$1,000

11 - 20 \$2,000

21 - 30 \$3,000

31-40 \$4,000

41 - 50 \$5,000

50 + \$6,000

RGHS AVID Coordinator.....\$2,500

Traveling Teacher Stipend.....\$1,250

Nurses Stipend.....\$2,000

Approved by the Board of Trustees on June 28, 2016

APPENDIX B
HEALTH AND WELFARE BENEFITS

(EFFECTIVE OCTOBER 1, 2008 - SEPTEMBER 30, 2010)

HEALTH AND WELFARE BENEFITS
ROHNERT PARK COTATI EDUCATORS ASSOCIATION

Medical:

The District shall contribute, per eligible unit member per month to CVT, the composite premium charged for Kaiser Plan 4 coverage.

Kaiser Plans 2 and 4Employee and dependents

**PPO Plans 1-Rx A, 3-Rx A, 3-Rx B
and 9-Rx C and Pacific Care plan 4WEmployee and dependents**

Vision:

Vision Service Plan; C/15 GEmployee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following vision coverage under VSP.

Vision Examination.....	1 each 12 months
Lenses	1 each 12 months
Frames	1 each 12 months
Office Co-Pay.....	\$15.00
2 nd Pair of Glasses for \$20 deductible	

Dental:

Delta DentalEmployee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following dental coverage:

- No annual maximum on basic coverage, including crowns and cast restorations
- Three cleanings per patient per year
- Prosthodontics cost sharing 70/30 (up from 50/50 basic coverage)
- Nitrous oxide at no additional cost
- \$2,000 lifetime maximum orthodontia cost sharing 50/50

Life Insurance:

Unum Provident life (\$50,000)Employee Only

(EFFECTIVE OCTOBER 1, 2011)

HEALTH AND WELFARE BENEFITS

ROHNERT PARK COTATI EDUCATORS ASSOCIATION

Medical:

Effective October 1, 2011, the District shall contribute, per eligible member per month to CVT, up to eighty-five percent (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage, but not more than eighty-five percent (85%) of unit member's elected plan's cost.

*Kaiser Plans 1, 2, 3, and 4Employee and dependents

*PPO Plans 1-Rx A, 3-Rx A, 3-Rx B

and 9-Rx C and PPO Wellness.....Employee and dependents

* added plans September 2010

Vision:

Vision Service Plan; C/15 GEmployee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following vision coverage under VSP.

Vision Examination.....	1 each 12 months
Lenses	1 each 12 months
Frames.....	1 each 12 months
Office Co-Pay.....	\$15.00
2 nd Pair of Glasses for \$20 deductible	

Dental:

Delta DentalEmployee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following dental coverage:

No annual maximum on basic coverage, including crowns and cast restorations

Three cleanings per patient per year

Prosthodontics cost sharing 70/30 (up from 50/50 basic coverage)

Nitrous oxide at no additional cost

\$2,000 lifetime maximum orthodontia cost sharing 50/50

Life Insurance:

MetLife (\$50,000)..... Employee Only

APPENDIX C
GRIEVANCE FORM

Name of Grievant: _____

Place of Assignment: _____ Position: _____

1. Date cause of grievance occurred: _____

2. Identify specific provision of the agreement misapplied, misinterpreted, or violated: _____

3. Statement of how employee has been directly and adversely affected: _____

4. Decision rendered at informal conference, or reason for appeal: _____

5. Specific remedy sought: _____

Grievant Signature _____ Date _____

Grievance # _____ Date filed with undersigned: _____

(Assigned by District Office)

Response to grievance: _____

District Signature _____ Date _____

APPENDIX D
ALTERNATIVE EVALUATION PROCESS

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT
EVALUATION PLAN
ALTERNATIVE EVALUATION PROCESS
(available to permanent employees only)

Employee: _____

School Year: _____

Site: _____

Type: ☐ Self-Directed Development
☐ Cooperative Professional Development

Evaluation Plan

Standards Choices

Check (✓) standards identified in employee's goals and objectives. Permanent employees must select any two (2) standards from standards 1-6.

- ☐ STANDARD ONE ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING
- ☐ STANDARD TWO CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
- ☐ STANDARD THREE UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
- ☐ STANDARD FOUR PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
- ☐ STANDARD FIVE ASSESSING STUDENTS FOR LEARNING
- ☐ STANDARD SIX DEVELOPING AS A PROFESSIONAL EDUCATOR

Your plan should address these elements:

- A summary of your proposed plan of action
- What you hope to learn or accomplish
- Support and/or assistance needed and who will provide it
- How you expect to use this in your classroom
- How you expect this to affect student learning
- Activity Timeline – Use form provided

This evaluation plan was discussed in a conference prior to November 1.

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

ALTERNATIVE EVALUATION PLAN

(use additional sheet if needed)

Employee:

School Year:

Site:

Initials: _____ Evaluator Date: _____

_____ Employee Date: _____

ALTERNATIVE EVALUATION TIMELINE

Employee: _____

Evaluator: _____

Approximate

Date*:

Activity

Initials: _____ Evaluator Date: _____

_____ Employee Date: _____

*This identifies a general sequence of activities, not a specific date on which an activity is to be done.

ALTERNATIVE EVALUATION SUMMARY

(completed by the employee prior to final evaluation meeting)

Reflect on your original proposal and connect your response to your original plan of action.

Consider:

- Things you tried [strategies, procedures, processes, activities, etc.]
- What worked and why you think it worked
- What didn't work and why you think it didn't work
- What you learned about how students learn
- What would you do differently based on your experience this year
- What you would do again based on your experience this year

Employee Signature: _____ Date: _____

FINAL EVALUATION REPORT

(completed by the evaluator)

Employee:

Evaluator:

School Year:

Site:

Final Evaluation: _____ Satisfactory _____ Unsatisfactory

Signature of Evaluator

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

Signature of Employee

Date

Beginning July 1, 2004, permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District [1993-94 school year or earlier], who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every other year, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

ALTERNATIVE EVALUATION APPEAL FORM

Employee: _____

Site: _____

Evaluator: _____

School Year: _____

This appeal must be filed with the Superintendent or designee within five (5) working days following receipt of the evaluator's written decision informing the employee that the evaluator withholds his/her consent to the alternative evaluation.

I appeal my designated evaluator's withholding of mutual consent to participate in an Alternative Evaluation process.

Alternative Evaluation process desired:

Rationale for Appeal:

(Attach additional pages if necessary)

Employee Signature _____

Date _____

I have attached the following documents:

- 1) Copy of Alternative Evaluation Plan
- 2) Copy of evaluator's response
- 3) Pertinent documents, identified in the text above, that support my request

PRE-OBSERVATION INFORMATION SHEET

(In lieu of Pre-Observation Conference)

To be completed by evaluator:

Date: _____

Teacher: _____

Evaluator: _____

Scheduled Observation Date: _____

Observation 1 _____ 2 _____ Other _____

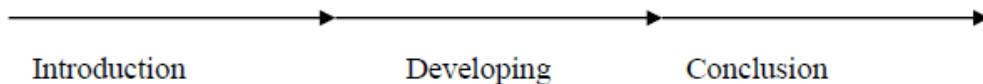
To be completed by teacher:

I. Subject Matter/Content Area _____

II. Topic of this lesson _____

III. Purpose of this lesson _____

IV. Place an "x" indicating where this lesson is in the instructional sequence.



Comments (Optional):

V. What activities will you and your students be doing?

VI. Where should I be located in your classroom at the beginning your lesson?

VII. Are there any relevant factors I need to know about this particular class?

Please return at least one day prior to your scheduled observation.

CLASSROOM OBSERVATION REPORT

Employee: _____ School: _____

Administrator: _____

Status: ☐ Permanent ☐ Probationary ☐ Temporary

Class/Activity

Observed: _____

Observation Date: _____ Period/Time: _____

Post-Observation Conference Date: _____ (within five (5) days of observation)

Check (✓) standards identified in employee's goals and objectives. Probationary and Temporary must select three standards. Permanent employees must select any two (2) standards from standards 1-6.

- ☐ STANDARD ONE ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING
- ☐ STANDARD TWO CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
- ☐ STANDARD THREE UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
- ☐ STANDARD FOUR PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
- ☐ STANDARD FIVE ASSESSING STUDENTS FOR LEARNING
- ☐ STANDARD SIX DEVELOPING AS A PROFESSIONAL EDUCATOR

Classroom Observation Data:

Classroom Observation Report

Commendations/Recommendations, if applicable:

Administrator Signature

Title

Date

This report has been discussed with me in conference with the administrator. (The employee may, within five (5) working days, make a written response to the observation, and the same will be filed with the observation. A signature on this observation form does not necessarily signify agreement with the observation.)

Employee Signature _____

Date _____

TRADITIONAL FINAL EVALUATION REPORT:

Employee: _____ Date: _____
 School: _____ Grade/Subject: _____
 Dates of Observations: _____
 Dates of Post Observation Conferences: _____
 Dates of Classroom Observation Reports: _____

- ☐ STANDARD ONE ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING
☐ STANDARD TWO CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
☐ STANDARD THREE UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
☐ STANDARD FOUR PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
☐ STANDARD FIVE ASSESSING STUDENT LEARNING
☐ STANDARD SIX DEVELOPING AS A PROFESSIONAL EDUCATOR (Optional)

Status of Employee:

☐ Permanent
 ☐ Probationary
 ☐ Temporary

M = Meets Standards N = Does Not Meet Standards N/O = Not Observed		<i>Numbers are provided for ease of reference. They do not imply priority or ordering of the elements.</i>		
Standard One: Engaging and supporting all student in learning:		M	N	N/O
1-1	Teacher connects students' prior knowledge, life experience, and interests with learning goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-2	Teacher uses a variety of instructional strategies to respond to students' diverse needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-3	Teacher facilitates learning experiences that promote autonomy, interaction, and choice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-4	Teacher engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-5	Teacher promotes self-directed, reflective learning for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Two: Creating and maintaining effective environments for student learning:		M	N	N/O
2-1	Teacher creates physical environments that engage all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-2	Teacher establishes a climate that promotes fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-3	Teacher promotes social development and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-4	Teacher establishes and maintains standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-5	Teacher plans and implements classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-6	Teacher uses instructional time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Standard Three: Understanding and organizing subject matter for student learning:	M	N	N/O
3-1 Teacher demonstrates knowledge of subject matter and student development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-2 Teacher organizes curriculum to support students' understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-3 Teacher interrelates ideas and information within and across subject matter areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-4 Teacher develops student understanding of instructional strategies appropriate to the subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-5 Teacher uses materials, resources, and technologies to make subject matter accessible to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Four: Planning instruction and designing learning experiences for all students:	M	N	N/O
4-1 Teacher draws on and values students' backgrounds, interests, and developmental learning needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-2 Teacher establishes and articulates goals for student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-3 Teacher develops and sequences instructional activities and materials for student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-4 Teacher designs short-term and long-term plans to foster student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-5 Teacher modifies instructional plans to adjust for student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Five: Assessing Student Learning:	M	N	N/O
5-1 Teacher establishes and communicates learning goals for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-2 Teacher collects and uses multiple sources of information to assess student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-3 Teacher involves and guides all students in assessing their own learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-4 Teacher uses the results of assessment to guide instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-5 Teacher communicates with students, families, and other audiences about student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Standard Six: Developing as a professional educator: (Used only if employee selected this standard in Goals & Objectives)		M	N	N/O
6-1	Teacher reflects on his/her teaching practice and actively engages in planning his/her professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-2	Teacher establishes professional learning goals and pursues opportunities to grow professionally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-3	Teacher learns about and works with local communities to improve his/her professional practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-4	Teacher communicates with families to improve professional practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-5	Teacher works with colleagues to improve professional practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-6	Teacher balances professional responsibilities and maintains motivation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Teachers Overall Performance: ☐ Satisfactory ☐ Unsatisfactory

Evaluator's Signature

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

Teacher's Signature

Date

Beginning July 1, 2004, permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

APPENDIX E

DIRECTIONS FOR COMPLETING SUPPORT STAFF EVALUATION EMPLOYEE FORMS

These forms are designed to be completed on line by the employee being evaluated. The directions are slightly different depending upon whether the employee selected the Traditional Evaluation Process, which must be selected by probationary employees, or the Alternative Evaluation Process, which is an option for permanent employees only.

All employees must select three standards for which goals and objectives are to be written for the Traditional Evaluation Process or that will serve as the focus of the Alternative Evaluation Process. Standard 6, “Developing as a Professional” is an optional additional standard that can be selected by permanent employees.

Please refer to the folder marked “Samples” if you have questions about how these documents should look when completed.

Traditional Evaluation Process

1. Identify the three standards for your evaluation.
2. Open and save a copy of the “Support Staff Evaluation Goals & Objectives” Form.
3. Complete the sections entitled “Employee”, “School”, and “Assignment.”
4. Identify the standard after “Standard:”
5. From the Standards document, copy all of the elements under the standards (numbered 1.1, 1.2, etc.) and paste them into the goals and objectives document in the column labeled “Elements.” You may need to increase the size of the column.
6. Type in goals and objectives in the middle column labeled “Goals & Objectives.”
7. Type in evidence that you and your evaluator will consider to determine your progress toward your goals and objectives in the column labeled “Evidenced by:”
8. Save document and print it out.
9. Repeat for each of the three standards you have selected.

Alternative Evaluation Process

1. Identify the three standards for your evaluation.
2. Open and save a copy of the “Support Staff Alternative Evaluation Plan”
3. Complete the required information on the top of the form.
4. Describe

STANDARDS FOR SCHOOL COUNSELORS

Standard One: Performing Professional Responsibilities

- 1.1 Provides teachers and other professionals with pertinent information to support student success
- 1.2 Assists students develop academic and career goals
- 1.3 Provides crisis counseling as appropriate and necessary
- 1.4 Provides conflict resolution or refers to appropriate resources to address student needs
- 1.5 Participates in identifying abuse and reporting child abuse, neglect, or sexual abuse to Child Protective Services (CPS) or proper authorities
- 1.6 Demonstrates knowledge of school and district academic requirements

Standard Two: Communicating Effectively with School and Community

- 2.1 Communicates effectively in speaking and writing
- 2.2 Provides correct information and facilitates understanding of all parties
- 2.3 Keeps supervisor apprised of potential problems and important details
- 2.4 Adheres to professional standards and practices in communicating
- 2.5 Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds
- 2.6 Demonstrates skill in working with and facilitating group process
- 2.7 Responds to time-sensitive material appropriately

Standard Three: Assessing Student Needs

- 3.1 Reviews records to ensure appropriate class and program placement
- 3.2 Utilizes assessment measures that are within the scope and practice for school counselors
- 3.3 Evaluates information relating to students in potential crisis situations

Standard Four: Managing Interventions Effectively

- 4.1 Applies knowledge of learning and behavior to address student academic and behavior concerns
- 4.2 Recognizes signs and symptoms of substance abuse and makes appropriate referrals
- 4.3 Provides referral information for students with suspected STI's, pregnancy or possible pregnancy
- 4.4 Provides referral information for students with suspected social/emotional issues
- 4.5 Assists in decisions about special education placement and student movement between programs when appropriate
- 4.6 Collaborates with parents and staff when making decisions about a student's needs
- 4.7 Works with community agencies as well as with school site and district staff

Standard Five: Maintaining Appropriate Records

- 5.1** Completes required documents within appropriate timelines
- 5.2** Maintains appropriate records and tracks necessary information
- 5.3** Observes legally mandated rules of confidentiality regarding student records

Standard Six: Developing as a Professional (Optional)

- 6.1** Counselor reflects on his/her professional practice and actively engages in planning his/her professional development
- 6.2** Counselor establishes professional learning goals and pursues opportunities to grow professionally
- 6.3** Counselor learns about and works with local communities to improve his/her professional practice
- 6.4** Counselor communicates with families to improve professional practice
- 6.5** Counselor works with colleagues to improve professional practice

STANDARDS FOR SCHOOL NURSES

Standard One: Performing Professional Responsibilities

- 1.1 Properly administers or supervises medication administration and procedures carried out by unlicensed personnel
- 1.2 Supports the care of medically fragile students by performing, or assisting student to perform, specialized health care procedures
- 1.3 Performs appropriate First Aid/care as necessary
- 1.4 Attends an IEP or 504 meeting regarding a student with special health needs and shares input with the team
- 1.5 Properly participates in identifying abuse and report child abuse, neglect, or sexual activity of minors to the proper authorities
- 1.6 Uses Universal Precautions and knows proper communicable disease control practices
- 1.7 Demonstrates knowledge of district policies and procedures and other regulations regarding student health

Standard Two: Communicating Effectively with School and Community

- 2.1 Communicates effectively in speaking and writing
- 2.2 Makes appropriate referrals to community agencies and makes use of other resources following up as necessary
- 2.3 Reviews a student's health records when requested by staff
- 2.4 Consults with school sites regarding students with communicable diseases
- 2.5 Adheres to professional ethical standards and practices in communicating
- 2.6 Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds
- 2.7 Responds to written communications in a timely manner

Standard Three: Assessing Student Needs

- 3.1 Organizes and conducts hearing, vision, and scoliosis screening with competence
- 3.2 Develops student health care plan based on a doctor's written order regarding health care procedures
- 3.3 Assesses the implementation of a student's health care plan and consults with parents and physician as appropriate

Standard Four: Managing Interventions Effectively

- 4.1** Provides health advice and referral information for students with health-related needs, suspected STI's, pregnancy or possible pregnancy, suspected substance abuse, suspected eating disorders
- 4.2** Maintains intervention data and tracks necessary information to support student's health care plan

Standard Five: Maintaining Appropriate Records

- 5.1** Completes required documents within appropriate timelines
- 5.2** Maintains appropriate records and tracks necessary information
- 5.3** Observes legally mandated rules of confidentiality regarding student records
- 5.4** Accurately interprets health data and understands need for confidentiality

Standard Six: Developing as a Professional (Optional)

- 6.1** School nurse reflects on his/her professional practice and actively engages in planning his/her professional development
- 6.2** School nurse establishes professional learning goals and pursues opportunities to grow professionally
- 6.3** School nurse learns about and works with local communities to improve his/her professional practice
- 6.4** School nurse communicates with families to improve professional practice
- 6.5** School nurse works with colleagues to improve professional practice
- 6.6** School nurse balances professional responsibilities and maintains motivation

STANDARDS FOR SPEECH AND LANGUAGE SPECIALISTS

Standard One: Performing Professional Responsibilities

- 1.1 Advises and supports classroom teachers and school staff
- 1.2 Provides Speech Assistants with direction to support the students in the speech and language program
- 1.3 Consult with staff and share instructional strategies in regular and special education settings
- 1.4 Knows and understands current regulations that impact area of responsibility

Standard Two: Communicating Effectively with School and Community

- 2.1 Communicates effectively in speaking and writing
- 2.2 Provides correct information that is sensitive and facilitates understanding of all parties
- 2.3 Keeps supervisor apprised of potential problems and important details
- 2.4 Adheres to professional standards and practices in communicating with others
- 2.5 Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds
- 2.6 Demonstrates skill in working effectively in a variety of team settings
- 2.7 Responds to written communications in a timely manner

Standard Three: Assessing Student Needs

- 3.1 Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.
- 3.2 Uses assessments appropriate to student's needs
- 3.3 Administers tests in a clinically accurate and appropriate manner
- 3.4 Uses program eligibility criterion appropriately to make placement recommendations
- 3.5 Offers a detailed and accurate interpretation of assessment data
- 3.6 Follows legally mandated assessment time frames and federal state and SELPA guidelines

Standard Four: Managing Interventions Effectively

- 4.1 Consults with educational staff, administration, and parents
- 4.2 Assists in decisions about special education placement and student movement between programs

Standard Five: Maintaining Appropriate Records

- 5.1 Completes required documents within appropriate timelines
- 5.2 Maintains appropriate records and tracks necessary information
- 5.3 Observes legally mandated rules of confidentiality regarding student records

Standard Six: Developing as a Professional (Optional)

- 6.1** Speech and Language Specialist reflects on his/her professional practice and actively engages in planning his/her professional development
- 6.2** Speech and Language Specialist establishes professional learning goals and pursues opportunities to grow professionally
- 6.3** Speech and Language Specialist works with colleagues to improve professional practice
- 6.4** Speech and Language Specialist acquires knowledge of characteristics and needs of specialized populations such as Reyes Syndrome, Autism, etc.
- 6.5** Speech and Language Specialist provides information to other professions, parent groups, and similar organizations

EVALUATION PLAN: PROBATIONARY/TEMPORARY SUPPORT STAFF

TRADITIONAL EVALUATION PROCESS

Employee: _____ School: _____
 Evaluator: _____ Date: _____
 Assignment: _____

- I. **Traditional:** The evaluation procedures described in the pilot evaluation process consisting of observation(s) by the designated evaluator followed by observation conferences and a final evaluation completed by the evaluator.

II. Standards Choices

Check (✓) standards identified in employee's goals and objectives. Temporary and probationary employees must select standards 1, 3 and 4. Standard 6 may be chosen in addition to the three from standards 1-5.

- | | | |
|--------------------------|----------------|---|
| <input type="checkbox"/> | STANDARD ONE | PERFORMING PROFESSIONAL RESPONSIBILITIES |
| <input type="checkbox"/> | STANDARD TWO | COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY |
| <input type="checkbox"/> | STANDARD THREE | ASSESSING STUDENT NEEDS |
| <input type="checkbox"/> | STANDARD FOUR | MANAGING INTERVENTIONS EFFECTIVELY |
| <input type="checkbox"/> | STANDARD FIVE | MAINTAINING APPROPRIATE RECORDS |
| <input type="checkbox"/> | STANDARD SIX | DEVELOPING AS A PROFESSIONAL (OPTIONAL) |

III. Pre-Observation Choice

- ☐ Conference
- ☐ Form

Return to evaluator by _____

If you have a draft of your goals and objectives, please bring it to the pre-evaluation conference which will be scheduled prior to November 1, _____. If you would prefer to develop your goals and objectives during the pre-evaluation conference, please bring the goals and objectives forms with you.

Employee Signature	Date
--------------------	------

 Administrator Signature Date

Attach to Goals & Objectives

EVALUATION PLAN: SUPPORT STAFF PERMANENT EMPLOYEES

Employee: _____ School: _____
Evaluator: _____ Date: _____
Assignment: _____

I. Evaluation Process:

Traditional ☐

Pre-observation Choice (select one) ☐ Conference ☐ Form

Alternative ☐ (Available only to permanent employees)

_____ Self-Directed Development

_____ Cooperative Professional Development

II. Standards Choices

Check (✓) standards identified in employee's goals and objectives. Permanent employees must select any two (2) standards from standards 1-5. Standard 6 may be chosen in addition to two from standards 1-5.

- | | | |
|--------------------------|----------------|---|
| <input type="checkbox"/> | STANDARD ONE | PERFORMING PROFESSIONAL RESPONSIBILITIES |
| <input type="checkbox"/> | STANDARD TWO | COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY |
| <input type="checkbox"/> | STANDARD THREE | ASSESSING STUDENT NEEDS |
| <input type="checkbox"/> | STANDARD FOUR | MANAGING INTERVENTIONS EFFECTIVELY |
| <input type="checkbox"/> | STANDARD FIVE | MAINTAINING APPROPRIATE RECORDS |

<input type="checkbox"/>	STANDARD SIX	DEVELOPING AS A PROFESSIONAL (OPTIONAL)
--------------------------	--------------	---

Please check one: ☐ Please provide me with forms on paper
☐ I will obtain the forms from the website

Return this form to Evaluator by _____.

If you have elected the traditional evaluation process, you may bring a draft of your goals and objectives to the pre-evaluation conference. If you prefer to develop your goals and objectives during the pre-evaluation conference, please bring the goals and objectives forms with you.

Employee Signature

Date

Administrator

Date

PRE-OBSERVATION INFORMATION SHEET

(In lieu of Pre-Observation Conference)

To be completed by evaluator:

Date: _____

Teacher: _____

Evaluator: _____

Scheduled Observation Date: _____

Observation 1 _____ 2 _____ Other _____

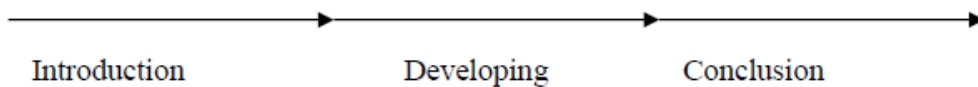
To be completed by teacher:

I. Subject Matter/Content Area _____

II. Topic of this lesson _____

III. Purpose of this lesson _____

IV. Place an "x" indicating where this lesson is in the instructional sequence.



Comments (Optional):

V. What activities will you and your students be doing?

VI. Where should I be located in your classroom at the beginning your lesson?

VII. Are there any relevant factors I need to know about this particular class?

Please return at least one day prior to your scheduled observation.

SUPPORT STAFF OBSERVATION REPORT

Employee:

School:

Evaluator:

Assignment:

- ☐ Psychologist
- ☐ Speech & Language Specialist
- ☐ Nurse
- ☐ Counselor
- ☐ Full Inclusion Teacher

Status: ☐ Permanent ☐ Probationary ☐ Temporary

Class/Activity Observed: _____ Observation Date: _____ Period/Time: _____

Post-Observation Conference Date: _____ (within five (5) days of observation)

Check (✓) standards identified in employee's goals and objectives.

Observation Data:

SUPPORT STAFF OBSERVATION REPORT

Commendations/Recommendations, if applicable:

Administrator Signature	Title	Date
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This report has been discussed with me in conference with the administrator. (The employee may, within five (5) working days, make a written response to the observation, and the same will be filed with the observation. A signature on this observation form does not necessarily signify agreement with the observation.)

Employee Signature

SCHOOL COUNSELOR TRADITIONAL FINAL EVALUATION REPORT

Employee: _____ Date: _____

School: _____

Dates of Observations: _____

Dates of Post Observation Conferences: _____

Dates of Classroom Observation Reports: _____

- | | | |
|--------------------------|----------------|---|
| <input type="checkbox"/> | STANDARD ONE | PERFORMING PROFESSIONAL RESPONSIBILITIES |
| <input type="checkbox"/> | STANDARD TWO | COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY |
| <input type="checkbox"/> | STANDARD THREE | ASSESSING STUDENT NEEDS |
| <input type="checkbox"/> | STANDARD FOUR | MANAGING INTERVENTIONS EFFECTIVELY |
| <input type="checkbox"/> | STANDARD FIVE | MAINTAINING APPROPRIATE RECORDS |
| <input type="checkbox"/> | STANDARD SIX | DEVELOPING AS A PROFESSIONAL (Optional) |

Status of Employee:

☐ Permanent ☐ Probationary ☐ Temporary

M = Meets Standards N = Does Not Meet Standards N/O = Not Observed		<i>Numbers are provided for ease of reference. They do not imply priority or ordering of the elements.</i>		
Standard One: Performing Professional Responsibilities		26.2.	N	N/O
1.1	Provides teachers and other professionals with pertinent information to support student success	□	□	□
1.2	Assists students develop academic and career goals	□	□	□
1.3	Provides crisis counseling as appropriate and necessary	□	□	□
1.4	Provides conflict resolution or refers to appropriate resources to address student needs	□	□	□
1.5	Participates in identifying abuse and reporting child abuse, neglect, or sexual abuse to Child Protective Services (CPS) or proper authorities	□	□	□
1.6	Demonstrates knowledge of school and district academic requirements	□	□	□
Standard Two: Communicating Effectively with School and Community		26.3.	N	N/O
2.1	Communicates effectively in speaking and writing	26.4.	□	□
2.2	Provides correct information and facilitates understanding of all parties	26.5.	□	□
2.3	Keeps supervisor apprised of potential problems and important details	26.6.	□	□
2.4	Adheres to professional standards and practices in communicating	26.7.	□	□

2.5	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds	26.8.	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Demonstrates skill in working with and facilitating group process	26.9.	<input type="checkbox"/>	<input type="checkbox"/>
2.7	Responds to time-sensitive material appropriately	26.10.	<input type="checkbox"/>	<input type="checkbox"/>
Standard Three: Assessing Student Needs		26.11.	N	N/O
3.1	Reviews records to ensure appropriate class and program placement	26.12.	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Utilizes assessment measures that are within the scope and practice for school counselors	26.13.	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Evaluates information relating to students in potential crisis situations	26.14.	<input type="checkbox"/>	<input type="checkbox"/>
Standard Four: Managing Interventions Effectively		26.15.	N	N/O
4.1	Applies knowledge of learning and behavior to address student academic and behavior concerns	26.16.	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Recognizes signs and symptoms of substance abuse and makes appropriate referrals	26.17.	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Provides referral information for students with suspected STT's, pregnancy or possible pregnancy	26.18.	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Provides referral information for students with suspected social/emotional issues	26.19.	<input type="checkbox"/>	<input type="checkbox"/>
4.5	Assists in decisions about special education placement and student movement between programs when appropriate	26.20.	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Collaborates with parents and staff when making decisions about a student's needs	26.21.	<input type="checkbox"/>	<input type="checkbox"/>
4.7	Works with community agencies as well as with school site and district staff	26.22.	<input type="checkbox"/>	<input type="checkbox"/>
Standard Five: Maintaining Appropriate Records			N	N/O
5.1	Completes required documents within appropriate timelines	26.23.	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Maintains appropriate records and tracks necessary information	26.24.	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Observes legally mandated rules of confidentiality regarding student records	26.25.	<input type="checkbox"/>	<input type="checkbox"/>
Standard Six: Developing as a Professional (Optional)		26.26.	N	N/O

6.1	Counselor reflects on his/her professional practice and actively engages in planning his/her professional development	26.27.	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Counselor establishes professional learning goals and pursues opportunities to grow professionally	26.28.	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Counselor learns about and works with local communities to improve his/her professional practice	26.29.	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Counselor communicates with families to improve professional practice	26.30.	<input type="checkbox"/>	<input type="checkbox"/>
6.5	Counselor works with colleagues to improve professional practice	26.31.	<input type="checkbox"/>	<input type="checkbox"/>

Counselor's Overall Performance: ☐ Satisfactory ☐ Unsatisfactory

Evaluator's Signature

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

Counselor's Signature

Date

Permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

SCHOOL NURSE TRADITIONAL FINAL EVALUATION REPORT

Employee: _____ Date: _____

School: _____

Dates of Observations: _____

Dates of Post Observation Conferences: _____

Dates of Classroom Observation Reports: _____

- ☐ STANDARD ONE PERFORMING PROFESSIONAL RESPONSIBILITIES
- ☐ STANDARD TWO COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY
- ☐ STANDARD THREE ASSESSING STUDENT NEEDS
- ☐ STANDARD FOUR MANAGING INTERVENTIONS EFFECTIVELY
- ☐ STANDARD FIVE MAINTAINING APPROPRIATE RECORDS
- ☐ STANDARD SIX DEVELOPING AS A PROFESSIONAL (Optional)

Status of Employee:

☐ Permanent

☐ Probationary

☐ Temporary

M = Meets Standards
N = Does Not Meet Standards
N/O = Not Observed

*Numbers are provided for ease of reference.
They do not imply priority or ordering of the
elements.*

Standard One: Performing Professional Responsibilities		58	N	N/O
1.1	Properly administers or supervises medication administration and procedures carried out by unlicensed personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Supports the care of medically fragile students by performing, or assisting student to perform, specialized health care procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Performs appropriate First Aid/care as necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Attends an IEP or 504 meeting regarding a student with special health needs and shares input with the team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Properly participates in identifying abuse and report child abuse, neglect, or sexual activity of minors to the proper authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6	Uses Universal Precautions and knows proper communicable disease control practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7	Demonstrates knowledge of district policies and procedures and other regulations regarding student health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Two: Communicating Effectively with School and Community		59	N	N/O
2.1	Communicates effectively in speaking and writing	60	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Makes appropriate referrals to community agencies and makes use of other resources following up as necessary	61	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Reviews a student's health records when requested by staff	62	<input type="checkbox"/>	<input type="checkbox"/>

2.4	Consults with school sites regarding students with communicable diseases	63	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Adheres to professional ethical standards and practices in communicating	64	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds	65	<input type="checkbox"/>	<input type="checkbox"/>
2.7	Responds to written communications in a timely manner	66	<input type="checkbox"/>	<input type="checkbox"/>
Standard Three: Assessing Student Needs		67	N	N/O
3.1	Organizes and conducts hearing, vision, and scoliosis screening with competence	68	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Develops student health care plan based on a doctor's written order regarding health care procedures	69	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Assesses the implementation of a student's health care plan and consults with parents and physician as appropriate	70	<input type="checkbox"/>	<input type="checkbox"/>
Standard Four: Managing Interventions Effectively		71	N	N/O
4.1	Provides health advice and referral information for students with health-related needs, suspected STI's, pregnancy or possible pregnancy, suspected substance abuse, suspected eating disorders	72	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Maintains intervention data and tracks necessary information to support student's health care plan	73	<input type="checkbox"/>	<input type="checkbox"/>
Standard Five: Maintaining Appropriate Records		74	N	N/O
5.1	Completes required documents within appropriate timelines	75	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Maintains appropriate records and tracks necessary information	76	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Observes legally mandated rules of confidentiality regarding student records	77	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Accurately interprets health data and understands need for confidentiality	78	<input type="checkbox"/>	<input type="checkbox"/>
Standard Six: Developing as a Professional (Optional)		79	N	N/O
6.1	School nurse reflects on his/her professional practice and actively engages in planning his/her professional development	80	<input type="checkbox"/>	<input type="checkbox"/>
6.2	School nurse establishes professional learning goals and pursues opportunities to grow professionally	81	<input type="checkbox"/>	<input type="checkbox"/>
6.3	School nurse learns about and works with local communities to improve his/her professional practice	82	<input type="checkbox"/>	<input type="checkbox"/>
6.4	School nurse communicates with families to improve professional practice	83	<input type="checkbox"/>	<input type="checkbox"/>
6.5	School nurse works with colleagues to improve professional practice	84	<input type="checkbox"/>	<input type="checkbox"/>
6.6	School nurse balances professional responsibilities and maintains motivation	85	<input type="checkbox"/>	<input type="checkbox"/>

School Nurse Overall Performance: ☐ Satisfactory ☐ Unsatisfactory

Evaluator's Signature

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

School Nurse's Signature

Date

Permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

SPEECH AND LANGUAGE SPECIALIST TRADITIONAL FINAL EVALUATION REPORT

Employee: _____ Date: _____

School: _____

Dates of Observations: _____

Dates of Post Observation Conferences: _____

Dates of Classroom Observation Reports: _____

- ☐ STANDARD ONE PERFORMING PROFESSIONAL RESPONSIBILITIES
- ☐ STANDARD TWO COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY
- ☐ STANDARD THREE ASSESSING STUDENT NEEDS
- ☐ STANDARD FOUR MANAGING INTERVENTIONS EFFECTIVELY
- ☐ STANDARD FIVE MAINTAINING APPROPRIATE RECORDS
- ☐ STANDARD SIX DEVELOPING AS A PROFESSIONAL (Optional)

Status of Employee:

☐ Permanent ☐ Probationary ☐ Temporary

M = Meets Standards

N = Does Not Meet Standards

N/O = Not Observed

Numbers are provided for ease of reference. They do not imply priority or ordering of the elements.

Standard One: Performing Professional Responsibilities		86	N	N/O
1.1	Advises and supports classroom teachers and school staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Provides Speech Assistants with direction to support the students in the speech and language program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Consult with staff and share instructional strategies in regular and special education settings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Knows and understands current regulations that impact area of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Two: Communicating Effectively with School and Community		87	N	N/O
2.1	Communicates effectively in speaking and writing	88	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Provides correct information and facilitates understanding of all parties	89	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Keeps supervisor apprised of potential problems and important details	90	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Adheres to professional standards and practices in communicating	91	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds	92	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Demonstrates skill in working effectively in a variety of team settings	93	<input type="checkbox"/>	<input type="checkbox"/>

2.7	Responds to written communications in a timely manner	94	<input type="checkbox"/>	<input type="checkbox"/>
Standard Three: Assessing Student Needs		95	N	N/O
3.1	Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.	96	<input type="checkbox"/>	<input type="checkbox"/>
3.2	Uses assessments appropriate to student's needs	97	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Administers tests in a clinically accurate and appropriate manner	98	<input type="checkbox"/>	<input type="checkbox"/>
3.4	Uses program eligibility criterion appropriately to make placement recommendations	99	<input type="checkbox"/>	<input type="checkbox"/>
3.5	Offers a detailed and accurate interpretation of assessment data	100	<input type="checkbox"/>	<input type="checkbox"/>
3.6	Follows legally mandated assessment time frames and federal state and SELPA guidelines	101	<input type="checkbox"/>	<input type="checkbox"/>
Standard Four: Managing Interventions Effectively		102	N	N/O
4.1	Consults with educational staff, administration, and parents	103	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Assists in decisions about special education placement and student movement between programs	104	<input type="checkbox"/>	<input type="checkbox"/>
Standard Five: Maintaining Appropriate Records		105	N	N/O
5.1	Completes required documents within appropriate timelines	106	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Maintains appropriate records and tracks necessary information	107	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Observes legally mandated rules of confidentiality regarding student records	108	<input type="checkbox"/>	<input type="checkbox"/>
Standard Six: Developing as a Professional (Optional)		109	N	N/O
6.1	Speech and Language Specialist reflects on his/her professional practice and actively engages in planning his/her professional development	110	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Speech and Language Specialist establishes professional learning goals and pursues opportunities to grow professionally	111	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Speech and Language Specialist works with colleagues to improve professional practice	112	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Speech and Language Specialist acquires knowledge of characteristics and needs of specialized populations such as Reyes Syndrome, Autism, etc.	113	<input type="checkbox"/>	<input type="checkbox"/>
6.5	Speech and Language Specialist provides information to other professions, parent groups, and similar organizations	114	<input type="checkbox"/>	<input type="checkbox"/>

Speech and Language Specialist's Overall Performance:

☐ Satisfactory ☐ Unsatisfactory

Evaluator's Signature

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

Speech and Language Specialist's
Signature

Date

Permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

SUPPORT STAFF EVALUATION PLAN ALTERNATIVE EVALUATION PROCESS

(available to permanent employees only)

Employee:

Assignment: ☐ Speech & Language Specialist
☐ Nurse
☐ Counselor

School Year:

Site:

Type:

☐

Self-Directed Development

☐

Cooperative Professional Development

Evaluation Plan

Standards Choices

Check (✓) standards identified in employee's goals and objectives. Permanent employees must select any two (2) standards from standards 1-5. Standard 6 may be chosen in addition to two from standards 1-5.

☐

STANDARD ONE

PERFORMING PROFESSIONAL RESPONSIBILITIES

☐

STANDARD TWO

COMMUNICATING EFFECTIVELY WITH SCHOOL AND COMMUNITY

☐

STANDARD THREE

ASSESSING STUDENT NEEDS

☐

STANDARD FOUR

MANAGING INTERVENTIONS EFFECTIVELY

☐

STANDARD FIVE

MAINTAINING APPROPRIATE RECORDS

☐

STANDARD SIX

DEVELOPING AS A PROFESSIONAL (Optional)

Your plan should address these elements:

- A summary of your proposed plan of action
- What you hope to learn or accomplish
- Support and/or assistance needed and who will provide it
- How you expect to use this in your classroom
- How you expect this to affect student learning
- Activity Timeline – Use form provided

This evaluation plan was discussed in a conference prior to November 1.

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

SUPPORT STAFF ALTERNATIVE EVALUATION PLAN

Employee:

Date:

School:

Assignment:

☐ Speech & Language Specialist

☐ Nurse

School Year:

☐ Counselor

Initials: _____ Evaluator Date: _____

_____ Employee Date: _____

SUPPORT STAFF ALTERNATIVE EVALUATION TIMELINE

Employee: _____

Evaluator: _____

[illegible]

Initials: _____ Evaluator Date: _____

____ Employee Date: _____

*This identifies a general sequence of activities, not a specific date on which an activity is to be done.

SUPPORT STAFF ALTERNATIVE EVALUATION SUMMARY

(completed by the employee prior to final evaluation meeting)

Due by: _____

**Reflect on your original proposal and connect your response to your original plan of action.
Consider:**

- Things you tried [strategies, procedures, processes, activities, etc.]
- What worked and why you think it worked
- What didn't work and why you think it didn't work
- What you learned about your professional practice
- What would you do differently based on your experience this year
- What you would do again based on your experience this year

Employee Signature: _____ **Date:** _____

SUPPORT STAFF ALTERNATIVE EVALUATION PROCESS

FINAL EVALUATION REPORT

(completed by the evaluator)

Employee:

Assignment: ☐ Speech & Language Specialist
☐ Nurse
☐ Counselor

Evaluator:

School Year:

Site:

Final Evaluation: _____ Satisfactory _____ Unsatisfactory

Signature of Evaluator

Date

This report has been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filed with this evaluation. My signature on this evaluation does not necessarily signify agreement.

Signature of Employee

Date

Permanent unit members who have been employed in a position requiring certification at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind, and whose most recent evaluation was satisfactory, shall be evaluated every five (5) years, if the evaluator and certificated employee being evaluated agree.

Next scheduled evaluation: _____

Evaluator's Initials

Employee's Initials

APPENDIX F
SCHOOL SITES

El Camino High School
Evergreen Elementary
John Reed Elementary
Marguerite Hahn Elementary
Monte Vista Elementary
Richard Crane Elementary
Rancho Cotate High School
Technology Middle School
Technology High School
Thomas Page Academy
University Elementary