

CONTRACT AGREEMENT BETWEEN

SANTA ROSA CITY SCHOOLS



AND

SANTA ROSA TEACHERS ASSOCIATION/CTA/NEA



July 1, 2021 - June 30, 2024

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PREAMBLE

THIS AGREEMENT is made and entered into on this twentieth day of May 2021 between the Santa Rosa City Schools (hereinafter referred to as "District") and the Santa Rosa Teachers Association (SRTA), an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA), (hereinafter referred to as "Association").

ARTICLE 1: RECOGNITION

1.1 The Santa Rosa City School Districts recognize the Santa Rosa Teachers Association/CTA/NEA as the exclusive representative for the purpose of the Rodda Act (Government Code Sections 3540, et seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

- Permanent Teachers
- Probationary Teachers
- Temporary Teachers
- Counselors
- Nurses
- Psychologists
- Unit members on paid leave of absence
- Library Media Teachers
- Department Chairpersons
- Language-Speech-Hearing Specialists
- Home & Hospital Teachers
- Independent Study Teachers
- Ridgway High School Night School Teachers

1 but excluding all other positions designated as management, supervisory, or confidential as follows:

2 Superintendent

3 Deputy Superintendent

4 Associate Superintendents

5 Assistant Superintendents

6 Principals

7 Vice Principals/Assistant Principals

8 Deans/Assistant Deans

9 Executive Directors

10 Directors/Assistant Directors

11 Consultants

12 Coordinators

13 Administrative Assistants

14 Administrators for Child Welfare and Attendance

15 Project Managers

16 Curriculum Assistants

17 Other Management positions which may be approved in the future

18 and further excluding the following positions:

19 Substitute Teachers

20 Temporary (excluding those certificated temporary contract employees represented in Article I,

21 Recognition, page 1, line 14), intermittent or occasional Hourly Certificated Employees

22 Classified Employees

23

1 ARTICLE 2: ASSOCIATION RIGHTS

2 2.1 Representatives of the Association shall have the privilege to use school facilities and equipment at
3 reasonable hours for Association business subject to the following conditions:

4 (a) Provided that an authorized Association representative obtains advance permission from the
5 Superintendent or designee regarding the specific time, place, and type of activity to be
6 conducted; the staff lounge and the classroom assigned to the unit member are exempt from
7 this provision;

8 (b) Provided that the Superintendent or designee can verify that such requested activities and
9 use of facilities and equipment will not interfere with school programs and/or duties of unit
10 members; the staff lounge and the classroom assigned to the unit member are exempt from
11 this provision; and

12 (c) Provided that such facilities and equipment are not otherwise in use by the District.

13 (d) If a copy machine is designated available by the site administrator, an appropriate code
14 number will be maintained for the purpose of charging SRTA for usage.

15 2.2 The Association may use bulletin board spaces as designated by the site principal subject to the
16 following conditions:

17 (a) All postings shall contain the date of posting and the identification of the organization. All
18 postings shall be by the Association President or the President's designee.

19 (b) The Association will not post information which is defamatory of the District or its personnel;
20 however, the above prohibition shall not allow the District in any manner to censor the
21 publication or to disallow the posting.

22 (c) The bulletin board space designated shall be identified as "SRTA" by the Association.

23 2.3 The Association shall be entitled to use the mailboxes of unit members, the district mail services, and
24 the district e-mail system to distribute materials to members except as prohibited by Education Code
25 7054. Such material is to be accurately identified by the Association and approved by the Association
26 President or designee. Placement shall be made by the building representative or other authorized
27 Association representative. The Association will not distribute information which is defamatory of the

District or its personnel; however, this prohibition shall not allow the District in any manner to censor the publication or to disallow the distribution.

2.4 Association business may be conducted by unit members or Association officials during scheduled lunch periods and scheduled breaks, and at such other times that do not interfere with the instructional program or any District employee's assigned duties.

2.5 Association Leave

2.5.1 The Association President and/or the President's designee will be permitted up to a maximum of forty-five (45) days released time with pay for the purpose of conducting the normal in-district and out-of-district business of the Association. The Association will reimburse the District costs of substitutes at the lowest daily rate. The released time is granted with the understanding that the Association President's first commitment is to the District work assignment and that absences for Association activities will be held to a minimum. The Association leaders on Association leave will give advance notice to their site administrator.

2.5.2 Association President's Leave

(a) The District shall, upon written request, grant to the President of the Association leave equivalent to one (1.0) FTE.

(b) The Association shall reimburse the District for the full cost of the replacement teacher attributable to the Association President's leave, at Class 1, Step 4 on the SRTA Certificated Salary Schedule, including health, dental, vision, life, workers' compensation, and unemployment insurance, as well as the actual cost of the District's State Teachers' Retirement System contribution on behalf of the Association President, payable within thirty (30) days after the receipt of a written statement from the District at the end of each semester.

(c) While on leave, the Association President shall continue to receive their regular compensation and all fringe benefits. Seniority shall continue to accrue as though the individual were employed full-time.

2.5.3 Chief Negotiator's Leave

- 1 (a) The District shall, upon annual written request, grant to the Chief Negotiator of the
2 Association leave equivalent to two-tenths of a full-time equivalent position. Such
3 leave may be taken in increments of either a full semester or full school year.
- 4 (b) The Association shall reimburse the District for the full cost of the replacement
5 teacher attributable to the Chief Negotiator's leave, Class 1, Step 4 on the SRTA
6 Certificated Salary Schedule including health, dental, vision, life, workers'
7 compensation, and unemployment insurance, as well as the actual cost of the
8 District's State Teachers' Retirement System contribution on behalf of the Chief
9 Negotiator, payable within thirty (30) days after the receipt of a written statement
10 from the District at the end of each semester.
- 11 (c) While on leave, the Chief Negotiator shall continue to receive their regular
12 compensation and all fringe benefits. Seniority shall continue to accrue as though
13 the individual were employed full-time.
- 14 (d) The Chief Negotiator will retain the right to return to an assignment at their most
15 recent school site upon completion of their term(s), a maximum of four (4) years.

16 2.5.4 Other SRTA/CTA/NEA Leaves

- 17 (a) The District shall, upon written request, grant Association/CTA/NEA leave for
18 Association business and/or elected positions within CTA/NEA.
- 19 (b) The Association shall reimburse the District for the full cost of the replacement
20 teacher attributable to the leave, at Class 1, Step 4 on the SRTA Certificated Salary
21 Schedule, including health, dental, vision, life, workers' compensation, and
22 unemployment insurance, as well as the actual cost of the District's State Teachers'
23 Retirement System contribution on behalf of the unit member, payable within thirty
24 (30) days after the receipt of a written statement from the District at the end of each
25 semester.
- 26 (c) While on leave, the unit member on leave shall continue to receive their regular
27 compensation and all fringe benefits. Seniority shall continue to accrue as though

1 the individual were employed full-time.

2 2.6 Association Access of Bargaining Unit Member Information (SRTA 17-18 #11 MOU)

3 2.6.1 District Notice to SRTA of New Hires

4 (a) Provide Santa Rosa Teachers Association With Notice of New Hires: The District shall provide
5 the SRTA President or their designee notice of any newly hired employee at the end of each
6 calendar month, via a mutually agreeable secure method. The notice shall include full legal
7 name, date of hire, classification, and site.

8 (b) Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any
9 employee, whether permanent, probationary, temporary, seasonal, full-time, part- time,
10 hired by the District. It also includes all employees who are or have been previously employed
11 by the District and whose current position has placed them in the bargaining unit represented
12 by SRTA. For those latter employees, for purposes of this agreement only, the "date of hire"
13 is the date upon which the employee's employee status changed such that the employee was
14 placed in the SRTA unit.

15 2.6.2 Employee Information

16 (a) Provide SRTA With New Hire Contact Information: On the last workday of each month, the
17 District shall provide to SRTA, via a mutually agreeable secure method, the name and contact
18 information of the new hires. This information shall be provided to SRTA regardless of
19 whether the newly hired employee was previously employed by the District.

20 i. The information shall be provided electronically via a mutually agreeable secure
21 method and shall include the following items, with each field in its own column: First
22 Name; Middle initial; Last name; Suffix (e.g. Jr., III); Job Title; Department; Primary
23 worksite name; Work telephone number; Work Extension; Home Street address
24 (incl. apartment #); City; State; ZIP Code (5 or 9 digits); Home telephone number (10
25 digits); Personal cellular telephone number (10 digits); Personal email address of the
26 employee; District Employee ID; Hire date.

27 ii. Any employee who has been a victim of domestic violence, sexual assault, or stalking

1 may request that the District use the address designated by the Secretary of State as
2 their address pursuant Government Code Section 6207.

3 iii. As provided in SB 285 found at Government Code 3550, no SRCS administrator or
4 school board member shall discourage any unit member from membership or
5 participation in the Association.

6 (b) Provide SRTA With Periodic Update of Unit Member Contact Information: The District shall
7 provide SRTA, via a mutually agreeable secure method, complete bargaining unit member
8 information and work locations on the last working day of September, January, and May each
9 year. The specific employee information to be provided and the method of reporting shall be
10 that same as the information described above in Article 2.6.2 (A) (i) of this agreement.

11 2.6.3 New Employee Orientation

12 (a) Definition of New Employee Orientation: "New employee orientation" means the onboarding
13 process of a newly hired public employee, whether in person, online, or through other means
14 or mediums, in which employees are advised of their employment status, rights, benefits,
15 duties and responsibilities, or any other employment-related matters.

16 (b) Provide SRTA With Access to New Employee Orientations: The District shall provide SRTA
17 mandatory access to its new employee orientations. SRTA shall receive notice with meeting
18 times ten (10) or more days in advance of an orientation, except that a shorter notice may be
19 provided in a specific instance where there is an urgent need critical to the District's
20 operations that was not reasonably foreseeable, but in no less than three (3)
21 days. Orientation sessions may include individual (one-on-one) new hire meetings with a
22 Human Resources representative, a site administrator and/or group orientation sessions.

23 i. Group Orientations: In the event the District conducts a group orientation, SRTA shall
24 have up to (45) forty-five minutes of exclusive presentation time at the orientation
25 session. Unless there is a full time release president, the District shall provide paid
26 release time of one and one half hours (1 ½) for two (2) SRTA representatives for
27 each group orientation, including travel time. Said release time shall be debited from

1 the president's release time (see Article 2.5.1) on an hourly basis. The SRTA / CTA
2 Staff Representative may also attend the orientation session.

3 ii. Individual Orientations: In the event the District conducts one-on-one orientations
4 with new employees, which may include a required meeting with a District
5 representative to complete pre-employment paperwork, SRTA shall have up to thirty
6 (30) minutes of exclusive presentation time at the orientation session. Unless there
7 is a full time release president, the District shall provide paid release time of one (1)
8 hour for two (2) SRTA representatives for each group orientation, including travel
9 time. Said release time shall be debited from the president's release time (see Article
10 2.5.1) on an hourly basis. The SRTA / CTA Staff Representative may also attend the
11 orientation session.

12 iii. SRTA Initiated Orientations: In the event the District chooses to hold no orientations,
13 SRTA shall have up to forty-five (45) minutes of exclusive presentation time for a
14 group orientation session, or up to thirty (30) minutes of exclusive presentation time
15 at an individual orientation session. Unless there is a full time release president, the
16 District shall provide paid release time of one hour and one half hours (1 ½) for two
17 (2) SRTA representatives for each group orientation, and one (1) hour for two (2)
18 SRTA representatives for each individual orientation, including travel time. Said
19 release time shall be debited from the president's release time (see Article 2.5.1) on
20 an hourly basis. The SRTA / CTA Staff Representative may also attend the orientation
21 session.

22 iv. The orientation session shall be held on District property during the workday of the
23 employee(s), who shall be on paid time. If SRTA has not been provided its allotted
24 orientation time under sections 2.6.3 (B) (i) (ii) (iii) during the contracted day,
25 additional time outside the contracted day shall be compensated at the extended
26 day rate.

27 v. SRTA may use part of their time at any orientation session to present, or allow CTA

1 endorsed vendors to present information, products, and/or services.

2 vi. SRTA will have full access to any audio / visual equipment in the orientation room.

3 (c) New Hire Information Packet: The District shall include the SRTA membership application a
4 link for an electronic application, and a link to the SRTA / SRCS certificated contract in the new
5 employee orientation packet.

6 (d) On-line Orientation: In the event that the District implements an online for
7 orientation/onboarding process, SRTA agrees to provide an online or video presentation
8 that meets the same time length for in-person orientations, that the employee shall view as
9 part of the orientation/onboarding process.

10 2.7 The District will supply the Association, or a member of the Association, the most recent Seniority List
11 upon demand.

1 ARTICLE 3: DISTRICT RIGHTS

2 3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption
3 of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and
4 discretion in connection therewith, shall be limited only by the specific and express terms of this
5 Agreement, and then only to the extent such specific and express terms are in conformance with law.

6 3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage,
7 and control to the full extent of the law. Included in, but not limited to, those duties and powers are
8 exclusive rights to: determine its organization; direct the work of its employees; determine the times
9 and hours of operation; determine the kinds and levels of services to be provided and the methods
10 and means of providing them; establish its educational policies, goals, and objectives; insure the rights
11 and educational opportunities of students; determine staffing patterns; determine the number and
12 kinds of personnel required; maintain the efficiency of District operations; determine the curriculum;
13 build, move, or modify facilities; establish budget procedures and determine budgetary allocation;
14 determine the methods of raising revenue; contract out work; and take action on any matter in the
15 event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer,
16 evaluate, promote, reprimand, and terminate employees.

1 ARTICLE 4: GRIEVANCE PROCEDURE

2 4.1 Definitions

3 4.1.1 A grievance is a dispute regarding a violation, interpretation, or application of the specific
4 provisions of this Agreement, which is filed by a grievant affected by the alleged violation,
5 interpretation, or application. Policies, practices, or regulations of the District cannot be
6 challenged through the grievance procedure unless contrary to the provisions of this
7 collective agreement.

8 4.1.2 A "grievant" is the Association or any unit member directly affected by an alleged violation,
9 misinterpretation, or misapplication of this Agreement; or is the Association, if the Association
10 names a specific unit member who is directly affected by the alleged violation of the collective
11 agreement. The Association may go directly to Level III for Articles 1, 2, 3, 4, or 16.

12 4.1.3 A "day" is any day in which Unit members are required by the District to work.

13 4.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to
14 address grievances and who supervises the grievant.

15 4.2 Procedure

16 4.2.1 Level I

17 4.2.1.1 Before filing a written grievance, the grievant shall attempt to resolve it by an
18 informal conference with the immediate supervisor. It shall be made clear by the
19 grievant to the immediate supervisor the intent of the conference, indicating a
20 Level I grievance prior to the conference.

21 4.2.2 Level II

22 4.2.2.1 Within twenty (20) days from the occurrence of the act or omission which gave
23 rise to the grievance, or within twenty (20) days from the date the grievant knew
24 or should reasonably have known of the act or omission, the grievant must present
25 the grievance in writing on the appropriate form to the principal or the appropriate
26 district administrator if the grievant is a district level employee.

27 4.2.2.2 In the event the act or omission occurs during the last twenty (20) days

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of the school year, the grievant shall file the grievance directly with the Assistant Superintendent of Human Resources before the end of the school year. The grievance statement shall include the circumstances involved and the specific remedy sought.

4.2.2.3 The administrator shall communicate the decision to the grievant in writing within seven (7) days after receiving the grievance, except in occurrences as identified by 4.2.2.2 when the Administrator shall communicate the decision to the grievant in writing within the first 10 days of the following school year. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.4 Within the above time limits, either party may request a personal conference.

4.2.3 Level III

4.2.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) days of receipt of the decision at Level II appeal the decision on the appropriate form to the Assistant Superintendent of Human Resources. This statement shall include a copy of the original grievance and appeal.

4.2.3.2 The Assistant Superintendent of Human Resources shall communicate the decision in writing to the grievant within five (5) days. If the Assistant Superintendent of Human Resources does not respond within the time limits provided, the grievant may appeal to the next level.

4.2.3.3 Grievances that have the same facts and issues may be consolidated and processed at Level III.

4.2.4 Level IV

4.2.4.1 If the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level III, the

1 grievance shall be referred to grievance mediation. The Association will notify the
2 district in writing within ten (10) days of the receipt of the Level III decision of its
3 intent to proceed to mediation.

4 4.2.4.1.1 The District and the Association shall request that a conciliator/
5 mediator from the California State Mediation/Conciliation Service be
6 assigned to assist the parties in the resolution of the grievance.

7 4.2.4.1.2 If an agreement is reached, the agreement shall be reduced to writing and
8 shall be signed by the grievant, the Association and the District.

9 4.2.5 Level V

10 4.2.5.1 If the grievance is not resolved at Level IV (Mediation), the grievant may within (5)
11 days of the conclusion of mediation request in writing to the Association for
12 arbitration of the dispute. Within ten (10) days of the grievant's receipt of the
13 decision at Level IV, the Association shall inform the District of its intent as to
14 whether or not the grievance will be arbitrated. The Association and the District
15 shall attempt to agree upon an arbitrator. If no agreement can be reached, they
16 shall request that the State Mediation and Conciliation Service supply a panel of
17 seven (7) names of persons experienced in hearing grievances in public schools.
18 Each party shall alternately strike a name until one (1) name remains. The
19 remaining panel member shall be the arbitrator. The order of the striking shall be
20 determined by lot.

21 4.2.5.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by
22 the District and the grievant. All other expenses shall be borne by the party
23 incurring them.

24 4.2.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on
25 the issue or issues submitted to him. If the parties cannot agree upon a submission
26 agreement, the arbitrator shall determine the issues by referring to the written
27 grievance and the answers thereto at each step.

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4.2.5.4 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.

4.2.5.5 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

4.2.5.6 By submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction. This is not to be construed as limiting the Association's right to file an unfair labor practice.

4.2.5.7 Except as provided by law the award of the arbitrator in grievances shall be binding on all parties covered by this Agreement.

4.2.5.8 The District will provide the Association a maximum of fifteen (15) days per fiscal year of released time at District expense for purposes of processing grievances.

4.2.5.9 Any unit member may at any time present grievances to the District and have such

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grievances adjusted, provided such adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

4.2.5.10 Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association. The District agrees to inform the Association of any written grievance and guarantees the Association's right to be present.

4.2.5.11 There shall be no discrimination, reprisals, or coercion against any unit member as a result of that unit member utilizing or participating in the grievance procedure.

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ARTICLE 5: PAYROLL DEDUCTIONS

5.1 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the District form subject to the following conditions:

- (a) Such deduction shall be made only upon submission to the designated representative of the District on the District form duly completed and executed by the unit member and the Association.

- (b) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

1 ARTICLE 6: HOURS AND DAYS OF EMPLOYMENT

2 6.1 The normal professional workday for unit members shall require on-site responsibilities beginning
3 fifteen (15) minutes before the first class period for the site and extend to fifteen (15) minutes after
4 students are dismissed from the last normally scheduled class for the site. As part of the professional
5 day, the unit members shall be responsible and available for those professional duties which are part
6 of the unit member's assignment. The workday shall include a duty-free lunch equal to the student
7 lunch period and a relief period for all unit members if provided for pupils of the site. A unit member's
8 lunch period shall not be reduced by the addition of non-instructional duties except in case of
9 emergency, for example, natural disaster or singular health or safety event at the school site. A non-
10 student contact workday shall be defined to be the same times and length as a regular school day.

11 6.1.1 The normal professional workday for unit members who teach "zero" period shall require on-
12 site responsibilities beginning fifteen (15) minutes before the first class period for the unit member
13 and extend to fifteen (15) minutes after students are dismissed from the last normally scheduled class
14 and/or prep period for the unit member. As part of the professional day, the unit members shall be
15 responsible and available for those professional duties which are part of the unit member's
16 assignment.

17 6.2 Regularly assigned classroom teaching shall not exceed three hundred five (305) minutes per day. The
18 District and Association agree to maintain the required number of instructional minutes as mandated
19 in Senate Bill 813 of 1983 as follows: kindergarten: 36,000; First through 3rd grade: 50,400; 4th through
20 8th grade: 54,000 and 9th-12th grade: 64, 800. The parties agree that the District may, after meeting and
21 consulting with the Association, add such minutes to the instructional day of particular schools should
22 any additional time be legally required to maintain state funding or meet minimum mandated
23 requirements.

24 6.2.1 The workday for itinerant unit members is the same in hours as for all unit members. Those
25 unit members who are not assigned as part of a school faculty will construct their work day
26 so as to fulfill their job requirements arranged for with the immediate supervisor. Home and
27 Hospital and Independent Study full-time unit members will average 6.5 hour days over the

1 course of the school year (1080 hours). Time worked over the average will be paid at the
2 Extended Day Rate.

3 6.2.2 A unit member who is regularly assigned to a building site, shall notify an administrator or
4 designated office staff whenever they are leaving the site during the work day. Such right may
5 be denied for emergency reasons pertaining to the safety and security of students, staff and
6 the District. For example, a natural disaster or singular health or safety event at the school
7 site.

8 6.2.3 Unit members who are required to travel between buildings in the course of their assigned
9 work day will not be scheduled to travel during their duty-free lunch.

10 6.3 Bell Schedules

11 6.3.1 For the 2021/2022 school year, for elementary and high schools, including the district charter
12 schools, site based MOU's that were established, Pre-COVID, for the purpose of bell schedules
13 during the 2020/2021 school year shall be extended for use during the 2021/2022 school
14 year. The MOUs that were not countersigned for the purpose of use during 2020/2021 shall
15 be approved for 2021/2022. MOUs must be adjusted for an 8:00am Elementary instructional
16 start, and an 8:30am high school instructional start. Said bell schedules for 2021/2022 become
17 the precedent moving forward.

18 6.3.1.1 For the 2021/2022 school year only, elementary and high schools that did not have
19 an MOU for the 2020/2021 school year may use the bell schedule that existed at that site pre-
20 COVID, with start times adjusted per 6.3.1. Elementary schools may use the attached
21 approved schedule, or those sites may establish a new MOU no later than July 1, 2021. High
22 schools may use the attached approved schedules, or those sites may establish a new MOU
23 no later than July 1, 2021.

24 6.3.1.2 High schools that select an approved bell schedule that includes instructional blocks
25 agree to partially waive Article 6.2 for those teachers whose maximum teaching minutes per
26 day exceeds 305 minutes.

27 6.3.1.3 High schools that select an approved bell schedule that includes instructional blocks

1 agree to partially waive Article 6.3.1. Preparation/consultation periods will not occur daily,
2 but shall be one class period and two block periods.

3 6.3.2 For the 2021/2022 school year only, Middle Schools shall choose from the attached approved
4 bell schedules, or may establish a new MOU no later than July 1, 2021. Middle school bell schedules
5 must include an 8:15am start of instructional time. Said bell schedules for 2021/2022 become the
6 precedent moving forward. Said bell schedules may be adjusted within the school day to allow for site
7 specific needs while maintaining instructional minutes.

8 6.3.2.1 Middle schools that select an approved bell schedule that includes instructional blocks
9 agree to partially waive Article 6.3.1. Preparation/consultation periods will not occur daily,
10 but shall be one class period and two block periods.

11 6.3.3 Due to a pandemic, natural disasters, and/or unexpected emergencies, mutually agreed upon
12 alternate aligned bell schedules may be enacted to ensure transition of operations causes minimal
13 disruption during these types of incidents.

14 6.3.4 A joint committee, consisting of at least two (2) SRTA and two (2) SRCS representatives will be
15 formed no later than September 15, 2021, to develop criteria to be used to determine efficacy of
16 aligned elementary, middle and high school bell schedules for students and common planning time for
17 unit members. The committee will collaborate on a new definition for common planning time for
18 possible use in 2022/2023, review outcomes and put forth a recommendation to the Lead Negotiator
19 for SRTA and the Lead Negotiator for SRCS for considering ongoing and future bell schedules no later
20 than March 1, 2022.

21 6.3.5 For the 2021/2022 school year only, and for schools that opt for an approved schedule that
22 includes common planning time, unit members shall remain working at their school sites until the end
23 of the contract day on a day modified for common planning time. Common planning time will be
24 utilized by unit members for completing their educational activities. This may include, but is not limited
25 to, grade level/subject area or small group meetings for collaboration on student work review,
26 collaborative lesson planning, common assessment planning, data analysis, sharing of effective
27 instructional strategies, individual teacher curriculum planning, and other professional tasks. During

1 common planning time, unit members are expected to collaborate with other teachers/staff and/or
2 work individually to meet student outcomes as determined by district MVP, LCAP, SPSA, and WASC
3 goals. Administrators cannot hold required meetings during common planning time.

4 6.4 Preparation Periods

5 6.4.1 In the secondary district, a daily preparation/consultation period equal to the length of one
6 (1) class period will be provided. The preparation/consultation period shall be used primarily
7 for preparation and, upon reasonable prior notification, for parent, administrative, and
8 student conferences.

9 6.4.2 Regular elementary classroom teachers other than kindergarten teachers will be provided
10 two (2) 30-minute preparation periods per week and one (1) 60-minute preparation period
11 per week, or four (4) 30-minute preparation periods per week unless the aforementioned
12 assigned preparation periods fall on a school holiday, minimum day, or modified day.
13 Elementary Education Specialists (formally known as RSP teachers) shall receive the same
14 preparation periods as regular elementary classroom teachers, provided that the number of
15 students served shall remain unchanged.

16 6.4.2.1 The District agrees to schedule two (2) 30-minute unassigned periods weekly and
17 one (1) 60-minute unassigned period weekly for full-time Elementary Physical
18 Education and Music teachers, and the amount will be pro-rated for less than full-
19 time Elementary Physical Education and Music teachers. If these unit members are
20 assigned to multiple sites, they shall have a minimum of one (1) 60-minute
21 unassigned period per assigned school site. An exception will be made for the
22 Music Blitz Program, where the Elementary Music teacher shall have no more than
23 a total of two (2) hours of prep time to be scheduled at their home site(s).

24 6.4.2.2 Teachers on Special Assignment (TOSA), Educational Specialists, school
25 psychologists, speech and language pathologists, nurses, counselors and adaptive
26 PE unit members shall not be required to cover classes except in case of site/district

1 safety and welfare. Unit members volunteering to cover a class during their prep
2 period will be compensated per Article 16.6.6.

3 6.4.2.3 Elementary unit members will be compensated at the Extended Day Rate per hour
4 for any number of students over five (5) that are distributed into their class.

5 Secondary unit members will be compensated at \$15.00 per student for any single
6 class period in which students placed from an absent unit member's class increase
7 the receiving unit member's class count over 33.

8 6.4.3 Included within the Independent Study Teacher FTE assignment shall be one (1) weekly hour
9 of preparation time, for each instructor, for every five students.

10 6.4.4 Included within the Home and Hospital FTE assignment shall be one (1) weekly hour of
11 preparation time, for each instructor, for each student scheduled.

12 6.5 All unit members agree to perform extra-curricular duty assignments as assigned by the principal or
13 designee. The District administration shall establish reasonable and fair apportionment of extra-
14 curricular duty assignments (with the exception of non-site-based Teachers on Special Assignment
15 (TOSA), non-site based Educational Specialists, school psychologists, speech and language pathologists,
16 nurses, counselors, and adaptive PE unit members), provided that the unit members of the work site
17 shall be consulted in the setting of procedures for such allocation of duties. When a unit member has
18 been assigned an activity and finds they cannot fulfill the responsibility, the unit member shall be
19 required to report this to the administrator in charge of the event or activity and the unit member will
20 secure another unit member as a replacement, subject to the approval of the administrator.
21 Supervision required beyond the 30 total daily designated minutes for required on site responsibilities
22 will be voluntary and paid at the Extended Day Rate.

23 Extra-duty assignments should be generally consistent at similar schools; however, the
24 particular characteristics of a given school reasonably require different levels of such assignments.
25 Those characteristics include, but are not limited to, grade-level configuration, student population,
26 transportation, physical characteristics of the site, programs, and staffing. Accordingly, disputes over

1 such assignments should be referred to the Superintendent or his /her designee for review prior to the
2 filing of a formal grievance. Extra-curricular duty assignments are defined as school-related activities
3 not falling within the scope of regular curriculum which are conducted during and after the regular
4 workday and which include routine student supervision, including student arrival and dismissal,
5 transportation, etc. of not more than fifteen (15) minutes before the regular workday.

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

13 6.5.1 Although the Board of Education reserves the right to determine curriculum, the Board also
14 understands that under the Rodda Act there is the provision for consultation on enumerated
15 educational matters. The District will ensure that when consulting with the Association
16 President and Chief Negotiator (subsequent to ratification of this provision) on trainings
17 during the non-work year of the certificated unit member, the District will also bargain those
18 items that fall within the collective bargaining agreement.

19 6.6 Work Year Calendar

20 6.6.1 Except as provided elsewhere in this Agreement, regular full-time unit members shall be
21 required to teach one hundred eighty (180) days. The total number of workdays including
22 three (3) non-instructional days and two (2) professional development days will be 185 days.

23 6.6.1.2 The work year calendar shall be mutually agreed to by the District and the Association,
24 ratified by the majority of the unit members, and sent to the Board of trustees for
25 adoption. The current school year calendar (defined as the "Instructional Calendar")
26 is incorporated into this Agreement by reference and a copy of it shall be provided
27 to all unit members within fifteen (15) days of its final adoption.

1 6.6.1.2.1 The work calendar for non teaching positions shall also be included in the
2 process in 6.6.1.2. The work calendars for these groups listed below include and are
3 in addition to the work days under 6.6.1: Elementary Counselors, one hundred
4 ninety (190) days; Secondary Counselors, Tier 1 Nurses, SLPs, and School
5 Psychologists, one hundred ninety five (195) days; and Tier 2 Nurses, SLPs, and
6 School Psychologists, two hundred (200) days.

7 6.6.1.2.2 Groups listed above shall have a work calendar that is mutually agreed
8 upon by unit members and site administration as per site specific needs, and will
9 endeavor to approximate 70/30% (e.g. 195 day employees have 7 days before the
10 teachers' first day and 3 days after the teachers' last day). In cases when coordinated
11 calendars with administration do not align, the site administrator will meet to
12 arrange flexibility for those days in the work calendar to ensure they will align.

13 6.6.2 Elementary

14 (a) Elementary unit members shall have minimum days (193 instructional minutes)
15 scheduled as follows:

16 (1) Five (5) minimum days for grades 1-6 for purposes of parent conferencing,
17 which would normally be at the end of the first reporting period.

18 (2) "Back-to-School", "Open House", and the last instructional day of school.

19 (b) The student lunch period on a minimum day shall be twenty (20) minutes. The site
20 administrator shall assign unit members to supervision duties on minimum days after
21 consultation with the faculty.

22 (c) The last workday of the school year without pupils which shall be reserved for the
23 unit member's use to complete normal end-of-the-year activities which shall not
24 include in-service activities or faculty meetings in excess of one (1) hour.

25 6.6.3 Secondary unit members shall have scheduled:

26 (a) The last workday of the first semester without pupils which shall be reserved for the
27 unit member's use to complete normal end-of-the-year activities which shall not

1 include in-service activities or faculty meetings in excess of one (1) hour;

2 (b) Three (3) minimum days for final examinations which shall be placed at the end of
3 each semester for senior high teachers and at the end of the second semester only
4 for middle school teachers.

5 (c) Provided there are sufficient instructional minutes, "Back-to-School" day shall be a
6 minimum day for secondary teachers. A secondary school may also schedule a spring
7 "Open House" by mutual agreement of the faculty and the principal. If scheduled,
8 such day, or the day after if agreed to by unit members and administration, shall be
9 a minimum day provided there are sufficient instructional minutes. The required
10 evening hours shall not exceed the length of time removed from the regular school
11 day.

12 6.7 Adjunct Duties and Staff Meetings

13 6.7.1 Each unit member will be required to attend and participate in a total of up to twenty-one
14 (21) hours of mandatory staff meetings during the course of the school year at their one
15 designated school site. This total does not include any meetings held on non-student work
16 days, during the workday referenced in section 6.1 of the Contract, or during common
17 planning time. This total does include meetings scheduled by the site principal at each site
18 held on a student attendance day and after the workday referenced in section 6.1 of the
19 Contract. Mandatory meetings that do count toward the total include, but are not limited to,
20 grade-level meetings, department meetings, and/or all-staff meetings. There shall be no
21 more than three (3) meetings in a single month at any site, and no single meeting shall require
22 unit members to attend for more than seventy-five (75) minutes after the meeting is called to
23 order, unless agreed to by the principal and staff. Meetings must be called to order no more
24 than ten (10) minutes after the end of the workday at each site, provided all staff members
25 are present for the staff meeting. Meetings shall be scheduled at least seven (7) days in
26 advance except in the case of emergency. The principal shall maintain a running total of time
27 used during the course of the year.

1 6.7.1.2 Part time unit members are required to attend the entire staff meeting.

2 6.7.1.3 Bargaining unit members assigned to multiple sites by the District (e.g. school
3 psychologists, speech and language pathologists, nurses and adaptive PE unit
4 members) will meet at a common designated location as a group for their staff
5 meetings. These unit members will be under no contractual obligation to attend
6 any staff or department meetings held at any of their work sites. All staff meetings
7 will begin at 2:30 p.m. and unit members will be allowed 30 minutes of travel time
8 from their work site to the district office on staff meeting days. These unit members
9 have the right to form an Article 6 Committee and consult on staff meeting
10 agendas.

11 6.7.2 Each full-time unit member will be required to work from five (5) to thirteen (13) unit hours
12 per academic year for adjunct duties toward the determined requirement designated at each
13 site. Educational Specialists, non- site based Teachers on Special Assignment (TOSA), school
14 psychologists, speech and language pathologists, nurses, counselors, and adaptive PE unit
15 members shall not be required to complete adjunct duties. Unit members who work at more
16 than one site can work at their one designated site, or prorated based on FTE assignment at
17 each site. Activities for which a unit member is receiving extra-duty pay are not counted
18 towards this thirteen (13) hour requirement. The Article 6 Committee (section 6.6.3), shall
19 determine, in advance, the hour value for each adjunct duty activity and shall determine the
20 number of hours required at the school site. For example, high school basketball games may
21 be determined to have a value of 2.5 hours. The unit member who signs up for an adjunct
22 duty will be expected to fully supervise the event, regardless of the actual length of the event
23 (shorter or longer), and shall receive credit for the pre-determined value assigned.

24 6.7.2.1 Adjunct Duties are identified as activities that occur outside the established work day
25 and meet the following criteria:

26 a. Involve supervision at sporting and/or athletic events

27 b. Involve leadership or committee work (e.g. District or site)

1 c. Involve co-curricular activities (e.g. math night)

2 d. Involve supervision of extra-curricular activities (e.g. performances, dances, fairs
3 and graduation)

4 6.7.2.2 Activities for which a unit member already receives compensation, either through
5 pay or compensating time off (e.g. Lead Teacher, Department Chair, WASC
6 Coordinator, Master Teacher, etc.) are not considered Adjunct Duties.

7 6.7.3 At each site, an Article 6 Committee consisting of the principal or designee, and unit
8 members, elected by their peers, will work collaboratively to determine the number of
9 required adjunct hours for each unit member at the site, the list of adjunct duties at the site
10 and the reallocation of any mandatory meeting time. The Committee may include an
11 additional administrator at the discretion of the principal, but the committee will maintain
12 unit members in the majority. The Committee shall determine, in advance, the value for
13 each activity and their equitable apportionment. In addition, the Article 6 Committee shall
14 consult regarding all-staff meeting agendas set by the principal or designee.

15 6.7.3.1 The Article 6 Committee at each site will develop and publish the criteria
16 and process for assigning Adjunct Duties determined to need supervision. The
17 Article 6 Committee shall ensure that the number of required hours determined
18 under Article 6.6.2 (5-13 hours) shall be equitably distributed among the unit
19 members at that site.

20 6.7.3.2 Unit members may volunteer for additional adjunct duties at their discretion.
21 Unit members may be compensated for additional voluntary adjunct duties at the
22 Extended Day Rate per hour with prior approval of the immediate supervisor.

23 6.7.4 In addition to mandatory meetings and adjunct duties, all unit members will be required to
24 participate, at their one designated site in IEP meetings and IEPs/504s meetings. Every good
25 faith effort will be made to schedule IEPs/504s during the regular school day. IEPs/504s
26 scheduled outside of the regular school day will be compensated at the Extended Day Rate
27 for the entire length of the meeting. Unit members will only be expected to attend for the

1 | scheduled portion of the meeting that pertains to the information they need to share
2 | regarding the student.
3 | 6.7.5 All current MOUs sunset June 30, 2020.
4 | 6.7.6 All MOUs henceforth shall be for one (1) or two (2) year terms and any time extension
5 | must be re-negotiated.

1 ARTICLE 7: TEACHING CONDITIONS

2 7.1 The District agrees to supply texts, library books, maps, globes, laboratory equipment, and other
3 instructional supplies and materials for the teaching/learning process. The District shall, in a central
4 location, provide Home & Hospital teachers with the hard copy and digital format (if a digital format
5 exists and is attainable) materials listed in 7.1.1 below. Home and Hospital teachers may also arrange
6 for the use of materials provided by the home school of the student being instructed and/or materials
7 from the Special Services Department.

8 7.1.1 The District agrees to:

- 9 (a) Provide Unit members with equipment, materials, and facilities appropriate for their
10 designated position and maintained for their usage.
 - 11 i) Any computer designated available by the site administrator can be used
12 outside the normal professional workday with the understanding that all
13 information shall be maintained on a portable storage device and not in the
14 hard drive of the computer. For unit members who do not have a classroom
15 computer, their administrator shall designate one available for their use.
16 Should a unit member wish to temporarily take a computer home to use,
17 they may do so with the completion of the District form and associated
18 approvals.
- 19 (b) Provide desks and closet space for unit members to store coats and other personal
20 articles, at least one of which is lockable; and
- 21 (c) Provide hard copy and digital (if a digital format exists and is attainable) teacher
22 editions of Board-adopted texts, workbooks, and test booklets for courses teachers
23 are assigned to teach.
- 24 (d) Provide heat to all classrooms and make a reasonable effort to air condition all
25 classrooms through scheduled retrofit/remodeling programs.
- 26 (e) Make a reasonable effort to provide computers, network connectivity, and Internet
27 access in every classroom.

1 7.1.2 Each school will have the following:

- 2 (a) Space where unit members may safely store instructional materials and supplies.
- 3 (b) For the safety of all employees, the District shall support access to buildings from
4 6am to 11pm on school days Monday through Friday and between 8am and 8pm on
5 weekends. Appropriate lighting for staff parking areas will be supplied. Staff needing
6 access outside of these hours should inform the site administrator in advance.
- 7 (c) A work area containing equipment and supplies to aid in the preparation of
8 instructional materials.
- 9 (d) A furnished room to be used as a staff lounge to include an oven and
10 refrigerator; one microwave for each elementary and middle, and two for
11 each senior high school site.
- 12 (e) Well-lighted, heated, and clean restrooms for exclusive use of staff. If the restroom
13 provides for wheelchair access, students confined to wheelchairs may use the staff
14 facility if student restrooms are not available.
- 15 (f) In cases where a unit member does not have a classroom or office space that is
16 private, a telephone in a location that allows for privacy will be identified by the site
17 administrator. It will be made available to be used for local calls during scheduled
18 lunch periods and scheduled breaks, and at such other times that do not interfere
19 with the instructional program, the employee's assigned duties, or the normal
20 operation of the school;
- 21 (g) Facilities for instructional specialists who are assigned in several locations
22 throughout the District; and
- 23 (h) An intercom will be provided for each classroom that is used for instruction.

24 7.2 The Superintendent, Business Services, or designee, and the Association President will meet in
25 September to establish an operational calendar (minimum of three meetings annually) for the
26 Classroom Facility Review Committee, which consists of three (3) District and three (3) unit members
27 and will be an on-going committee to review classroom related health complaints within the financial

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capabilities of the district.

7.2.1 The committee will meet as required in an attempt to seek mutual resolution of classroom related health complaints.

7.2.2 The committee will make recommendations for improvement, if applicable, as well as be assigned other mutually agreed upon duties.

ARTICLE 8: SAFETY CONDITIONS

8.1 Unit members shall cooperate with management in maintaining good safety practices in all facilities.

8.2 The District will provide a procedure for reporting alleged unsafe and unhealthy conditions to management. (BP/AR 1312.3 Uniform Complaint Procedures, AR 1312.4 Williams Complaints). The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.

8.3 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and shall immediately report the incident to the police.

8.3.1 Any unit member who has suffered an injury as a result of a battery or as a result of an assault which seriously threatened the physical well-being of the unit member shall be eligible for industrial accident leave as set forth in Article 11, Section 11.8 herein, provided such assault or battery arose out of and in the course of the unit member's employment. In addition, the immediate supervisor shall provide the unit member the necessary assistance in completing any claim for workers' compensation as a result of such assault or battery.

8.3.2 Reported cases of assault shall become a matter of District record as soon as possible and shall be dealt with under the terms of the Education Code.

8.4 Verbal abuse and threats of violence also shall be reported and dealt with under the terms of the Education Code.

8.5 Unit members shall not be required to confiscate weapons.

Note: In agreement between the Association and the District, the contents of Articles 8.6 and 8.7 are informational only and shall not be subject to the grievance provisions outlined in this agreement.

8.6 Under Education Code 48910, a Unit member may temporarily suspend a student from their classroom for any acts enumerated in Education Code 48900 for the day of the suspension and the day following. The unit member must fulfill his/her legal responsibilities including, but not limited to:

a) Immediately report the suspension to the Principal and send the student to the Principal or

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b) As soon as possible, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension

c) The student shall not be returned to the suspended class during the suspension without the concurrence of the teacher and the Principal and provided the pupil is accorded the full due process rights currently established by Board policy and law. Upon request of either the site administrator or the unit member, the District will investigate permanent removal of the pupil from the unit member's classroom, and expulsion, if necessary, provided the pupil is accorded the full due process rights currently established by Board policy and law.

8.7 Under Education Code 49079, the District shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

1 ARTICLE 9: EVALUATION

2 **Option 1:**

- 3 • Professional Goals (Sections 1-3)(OPTION 1-A)
- 4 • Certificated Observation Report.....(OPTION 1-B)
- 5 • Permanent Certificated Evaluation Form(OPTION 1-C)

6 **Option 2:**

- 7 • Growth Plan(OPTION 2-A)
- 8 • Mid-Year Progress Report(OPTION 2-B)
- 9 • End-of-Year Assessment Report(OPTION 2-C)
- 10 • Alternative Evaluation Record(OPTION 2-D)

11
12 The Santa Rosa City School District evaluation process is a growth mindset model designed to assist the
13 unit member in improving their performance and to acknowledge individual strengths as they relate to
14 the California Standards for the Teaching Profession and applicable state/and or national standards of
15 all other bargaining unit designations (school psychologists, speech language pathologists, counselors,
16 nurses, unit members on special assignment, etc.) Two different options for evaluation are available
17 within the District.

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

22 **Option 2** is based on the premise that teaching performance will improve through self-directed
23 professional development linked to student instruction, success, and achievement. This Option is
24 designed to encourage experienced, tenured unit members to continue their professional
25 development and personal growth. The program encourages unit members to grow in self-chosen
26 areas of interest and need, while strengthening relationships and collegiality between and among unit
27 members and administrators. Option 2 is offered as an alternative to the traditional unit member
28 evaluation process.

29 The objective of Option 2 is to encourage unit members to focus on those aspects of their professional

1 development which most directly impact student instruction, success, and learning.

2 9.1 Evaluation Process and Procedures - A formal evaluation of all unit members shall be done by the
3 unit member's designated administrator, shall be objective and adhere to the following schedule:

4 9.1.1 Temporary- each school year

5 9.1.2 Probationary- each school year

6 9.1.3 Beginning the first year of permanent status, and then every other school year if evaluated
7 as "meeting or exceeding standards" (Level I). Unit members receiving a Level II, III, or
8 ("does not meet standards") evaluation will be evaluated annually.

9 9.1.4 Nothing in this section shall preclude the designated administrator from making
10 observations, communicating concerns, and making recommendations up to and including
11 voluntary participation in the PAR program or other CTC and/or SCOE approved programs.

12 9.1.5 A unit member shall be evaluated no later than the fifth year following the last formal
13 evaluation. Participation in the five-year evaluation cycle can only occur if the evaluator and
14 certificated unit member mutually agree and the unit member meets the following Ed Code
15 44644 criteria:

- 16 1) has permanent status;
- 17 2) has been employed by the District for at least ten (10) years as a permanent
18 certificated employee;
- 19 3) is highly qualified as defined in 20 U.S.C. Section 7801; and
- 20 4) whose previous evaluation rated the unit member as meeting or exceeding
21 standards
- 22 5) The unit member or evaluator may withdraw from the agreement no later than
23 October 1 of any school year in which case the unit member shall be evaluated that
24 year.
- 25 (6) 9.1.5.1 A unit member who meets the criteria for a 5-year evaluation may request
26 either Option 1 or Option 2 evaluation process.

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(7) The unit member shall be formally evaluated at the end of a 5-year evaluation cycle, and assuming they meet the criteria, the unit member shall be eligible for an additional five-year evaluation cycle with the approval of the administrator and superintendent or designee after the successful completion of a regular formal evaluation cycle.

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

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

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

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

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

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

- 1 9.1.10 The evaluation of unit members shall not include or be based
2 upon the following:
- 3 9.1.10.1 Standardized achievement tests except as authorized in Education Code
4 Section 44662 which may require the use of state adopted criterion referenced
5 assessments related to state and Board adopted content standards.
- 6 9.1.10.2 Results of any test utilized for the purpose of a school improvement plan.
- 7 9.1.10.3 Achievement of objectives stated in Individualized Education Program (IEP's) of
8 special education pupils.
- 9 9.1.10.4 The success, or lack thereof, of an instructional or clerical aide in the
10 performance of tasks assigned by the unit member.
- 11 9.1.10.5 If the unit member being evaluated is participating in a co-teaching model, the
12 unit member will be evaluated individually and independently from the
13 performance or evaluation of the co-unit member.
- 14 9.1.11 If the evaluator notices any deficiency which might lead to an overall evaluation of Level II or
15 III, the evaluator shall inform the unit member in writing and make specific
16 recommendations for improvement and endeavor to assist in improving the unit member's
17 performance. If requested, the unit member or evaluator shall be entitled to an additional
18 classroom observation with pre- and post-observation conferences.
- 19 9.1.12 In areas of the evaluation process which are not part of the regular classroom observation,
20 the evaluator shall inform the unit member of any deficiency which is observed and/or
21 verified by the evaluator. If the deficiency is serious in nature or is of a pattern sufficient to
22 cause an overall Level II or III summary evaluation, the evaluator shall notify the unit
23 member in writing of such a fact within 10 workdays of the final event which gave rise to
24 the pattern of deficiency. The evaluator shall make specific written recommendations for
25 improvement and shall endeavor to assist in improving the unit member's performance.
- 26 9.1.13 In the case of a Level II or III evaluation summary, the evaluator shall provide access to
27 supports to assist the unit member in correcting any cited deficiencies including the

1 preparation of an improvement plan for the unit member. If the unit member is to receive
2 an overall Level II or III formal evaluation summary, the evaluator shall hold a conference
3 with the unit member prior to the issuance of the formal evaluation summary. Within
4 fifteen (15) work days, the unit member shall have the right to initiate a written reaction or
5 response to the formal evaluation summary and such response shall become a permanent
6 attachment to the unit member's personnel file.

7 9.1.14 The formal evaluation summary made pursuant to this Article shall be in written and
8 electronic format and a copy thereof shall be transmitted to the unit member thirty (30)
9 work days prior to the last school day on the school calendar in which the evaluation takes
10 place (per Education Code 44663). The unit member shall have the right to initiate a written
11 reaction of response within 10 work days to the formal evaluation summary and such
12 response shall become a permanent attachment to the unit member's personnel file.

13 9.1.14.1 Unit members classified as temporary whose assignment terminates prior to the
14 end of the school year shall receive the formal evaluation summary prior to the
15 completion of their employment period.

16 9.1.14.2 Unit members shall not be required to participate in the evaluation of other unit
17 members.

18 9.2 Option 1 Evaluation Procedures

19 9.2.1 The standard evaluation form to be used shall be prepared by the District after consultation
20 with the Association and shall be based on the California Standards for the Teaching
21 Profession (CSTP) and applicable state content and performance standards of all other
22 bargaining unit designations (counselors, nurses, etc.).

23 9.2.2 The unit members being evaluated and the evaluator shall meet to discuss the evaluation
24 process no later than October 10. Unit member to be evaluated will submit three proposed
25 goals on which they choose to be evaluated. Goals may address, but not be limited to,
26 curriculum planning and development, instructional methodology, parent communication,
27 assessment of student learning, etc. Proposed goals should align with and support CSTP

1 and/or state content and performance standards, the District Theory of Action and Single
2 Site Plans for Student Achievement and or WASC goals. The goals shall include specific
3 objectives, timelines, and evidence. There shall be one district goal, one administrator goal,
4 and one, unit member goal. By mutual agreement, the unit member and administrator may
5 choose the same goal.

6 9.2.3 Unit Members who are to be evaluated are to be furnished with a copy of the evaluation
7 procedure and advised on the criteria upon which the evaluation is to be based no later than
8 September 25.

9 9.2.4 Scheduled classroom observations shall be made known to the unit member at least
10 three work days prior to their occurrence. Within 10 work days after each classroom
11 observation, the evaluator will hold a conference with the unit member in order to
12 discuss the observation(s); Observation feedback will be centered on but not limited to
13 identified goals so that feedback is meaningful. The administrator will offer support,
14 methods and/or ideas as needed. Informal classroom visits shall occur throughout the
15 school year and are encouraged in order to foster dialogue and support. Information
16 from informal observations, visits, and formal collaboration time can also be used to
17 inform an evaluation related to identified goals.

18 9.2.4.1 The evaluator will inform the unit member of the evaluation procedure and
19 schedule a pre-observation conference.

20 9.2.4.2 The formal evaluation process shall include at least two scheduled observations for
21 both permanent and temporary unit members and preferably last the length of the
22 designated instructional period and or scheduled event (e.g. a counselor might
23 have an academic conference with a student observed) by the unit member.

24 9.2.4.3 Post observation conferences will take place between the unit member and the
25 administrator no later than 10 workdays after each observation.

26 9.2.4.4. A post conference summary of the observation and post conference meeting will be
27 provided within 10 workdays after each scheduled observation.

1 **9.3 Option 2: Alternative Evaluation Process for Permanent Certificated Employees**

2 9.3.1 The Alternative Evaluation Process shall be based on the California Standards for the
3 Teaching Profession (CSTP) and applicable state content and performance standards of all
4 other bargaining unit designations (counselors, nurses, etc.).

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

15 9.3.2 Unit member notifies their administrator of intention to use Option 2 no later than October
16 1.

17 9.3.2.1 Unit member will draft a growth plan and schedule a meeting with administrator to
18 be held no later than October 15th.

19 9.3.2.2 By October 10, the unit member will submit a written and electronic plan to the
20 administrator for review prior to the initial Goal Setting conference which includes
21 the following:

22 a. Description of the expected outcome, written in clear, understandable
23 behavioral terms - i.e., "Unit member will learn to divide classes into small groups
24 for collaborative problem solving activities," or "Unit member will master three
25 strategies engaging low-achieving students in day-to-day instruction."

26 b. Description of the process the unit member will use to learn the new skill or
27 improve their performance - i.e., "Work with a mentor unit member, a colleague,

1 an administrator," or "Seek continuous student feedback," or "Conduct visitations,
2 observations, peer observations," or "Use video, parent feedback."

3 c. Statement of desired support - i.e., Release periods, mentor assistance,
4 materials, conference funds, etc. These will be provided through existing site
5 funding as available.

6 d. Description of how the unit member will determine whether or not they
7 have been successful in learning/developing a new skill or attribute - i.e.,
8 peer feedback, student feedback, self-assessment, video documentary,
9 portfolio or journals.

10 9.3.2.3 No later than October 15th, the unit member and administrator meet to review
11 and discuss the unit member's Growth Plan (Form: OPTION 2-A) The
12 Administrator shall provide collegial feedback, support, and suggestions, so
13 that the plan can be mutually agreed upon. Within three workdays of the
14 conference, the unit member shall submit their final Plan to the administrator
15 for mutual approval. The administrator shall sign the Plan, indicating that it is
16 complete, return a signed copy to the unit member.

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

1 constantly improving on what has been done or used. The purpose and criteria for
2 including pieces in the portfolio can be maintained primarily for the self-reflective
3 value to the unit member, a peer review of the content could also lead to some
4 valuable insights.

- 5 6. Student and/or parent feedback (i.e. exit slips, teacher generated surveys, etc.)
- 6 7. Other methods as agreed to by the unit member and evaluator.

7 9.3.3 No later than February 15 the unit member and the supervisor shall meet to review the
8 year's Mid-Year Progress Report. The Mid-Year Progress Report shall be completed and
9 submitted no later than February 10 by the unit member and include a brief written mid-
10 year progress report to the administrator, indicating what was accomplished to date and
11 identifying any procedural problems or support needs. (Form: OPTION 2-B).and become part
12 of the unit member's personnel file.

13 9.3.3.1 Five work days prior to the End of the Year Conference, for each goal, the unit
14 member must submit a brief Assessment Report to the administrator. The report
15 must include the following:

16 (Form Option 2-C)

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

21 9.3.3.2 The unit member completes the End-of-the-year Assessment (Form Option 2-C)
22 Report. The report may be supported by video, survey results from students,
23 comments from peers.

24 9.3.3.3 The unit member and the administrator shall schedule a conference to be held no
25 later than (30) thirty calendar work days prior to the last day of the school on the
26 school calendar. The purpose of the conference is for the unit member and
27 administrator to:

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

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

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

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

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

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

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

9.5 Personnel Files

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

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

1 9.5.3 Materials in personnel files of unit members, which may serve as a basis for affecting the
2 status of their employment through the evaluation process, are to be made available for the
3 inspection of the person involved, except items which are excluded by the Education Code.

4 9.5.4 Every unit member shall have the right to inspect such materials upon request, provided
5 that the request is made at a time when such person is not actually required to render
6 services to the District.

7 9.5.5 Information of a derogatory nature, except as provided by law, shall not be entered or filed
8 unless and until the unit member is given notice and an opportunity to review and comment
9 thereon. A unit member has the right to review their personnel file. Such review shall take
10 place during the normal business hours, and the employee shall be released from duty for
11 this purpose without salary reduction.

12 9.6 Public Complaints

13 9.6.1 The District shall not utilize a complaint in any manner which might affect the evaluation of a
14 unit member without first providing the following rights:

- 15 (a) the complaint must be reduced to writing and given to the affected unit member
16 within 10 work days of receipt of the complaint by the evaluator;
- 17 (b) the unit member has the right to meet with the complainant;
- 18 (c) the unit member has the right of Association representation in such meeting with
19 the complainant;
- 20 (d) the unit member has a right to respond both orally and in writing to the complaint;
21 and
- 22 (e) the unit member has the right to challenge the complaint on the basis of just cause
23 by means of the grievance procedure, except that any appeal beyond Level II will be
24 submitted to the Board of Education for final resolution.
- 25 (f) when a letter of complaint is received during the summer months from a parent or
26 guardian, it is understood that the ten-day period for noticing the unit member
27 begins when the administrator actually receives such letter.

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(g) complaints which are shown to be false or are not substantiated shall neither be placed in the unit member's personnel file not utilized in any evaluation, assignment, or dismissal action against the unit member.

(h) all information or proceedings regarding any complaint shall be kept confidential by the District.

9.7 Evaluation Categories

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

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The overall evaluation “boxes” will be changed as follows:

___ Level I:	Meets or exceeds standards	Continue employment without Reservation
___ Level II:	Needs improvement in one or more standards	Improvement plan to be and than two standards developed and implemented at the school site
___ Level III:	Does not meet standards	Continue employment with an improvement plan which specifically addresses all standards which are not fully met. The unit member must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available, or any other district identified assistance program that may provide support for the unit member to improve their performance to meet the identified standards for the position in which they were evaluated.
___ Level IV:	Unsatisfactory	Referred to Assistant Superintendent, Human Resources, for appropriate Personnel action(s). The unit member must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available, or any other district identified assistance program that may provide support for the unit member to improve their performance to meet the identified standards for the position in which they were evaluated.

SANTA ROSA CITY SCHOOLS

**OPTION 1-A
PROFESSIONAL GOAL**

(To be completed by the Unit Member by October 10th)

NAME _____

LOCATION _____

GRADE-LEVEL/SUBJECT _____ SCHOOL YEAR _____

EVALUATOR _____ DATE _____

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

Section 1: Unit Member Developed Goal

California Standard: _____

Guiding Questions

1. _____

2. _____

3. _____

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

SANTA ROSA CITY SCHOOLS

**OPTION 1-A EVALUATION
PROFESSIONAL GOALS**

(To be completed by the Unit Member by October 10th)

NAME _____

DATE _____

Section 2: District Developed Goal:

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

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

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

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

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

SANTA ROSA CITY SCHOOLS

**OPTION 1-A EVALUATION
PROFESSIONAL GOALS**

(To be completed by the Unit Member by October 10th)

NAME _____

DATE _____

Section 3: Administrator Developed Goal

California Standard: _____

Guiding Questions:

1. _____

2. _____

3. _____

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

Employee's Signature (Date)

Administrator's Signature (Date)

SANTA ROSA CITY SCHOOLS

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

Unit Member: _____ Time Observed: _____

Observation Date: _____ Conference Date: _____

Subject and Professional Goal(s) of Observed Lesson: _____

California Standards for Teaching Profession Observed:

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

Description of Observed Lesson, including Recommendations and Commendations:

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

Employee's Signature (Date) Administrator's Signature (Date)

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

NAME _____ LOCATION _____

GRADE-LEVEL/SUBJECT _____ SCHOOL YEAR _____

ADMINISTRATOR _____ DATE _____

UNIT MEMBER’S GOAL, INCLUDING STANDARD:

RECOMMENDATIONS AND COMMENDATIONS:

Meets standard Partially meets standard Does not meet standard

DISTRICT’S GOAL, INCLUDING STANDARD:

RECOMMENDATIONS AND COMMENDATIONS:

- Meets standard Partially meets standard Does not meet standard

ADMINISTRATOR'S GOAL, INCLUDING STANDARD:

RECOMMENDATIONS AND COMMENDATIONS:

- Meets standard Partially meets standard Does not meet standard

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

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

UNIT MEMBER'S SIGNATURE:

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

Unit Member's Signature

(Date)

ADMINISTRATOR'S SIGNATURE:

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

Administrator's Signature

(Date)

DATE OF NEXT ANNUAL EVALUATION: _____

SANTA ROSA CITY SCHOOLS

**OPTION 2–A EVALUATION
GROWTH PLAN**

(To be completed by the Unit Member by October 10th)

Name: _____ Date: _____

Administrator: _____

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

II. Plan

III. Support Needed

IV. Expected Outcomes

V. Evidence

Form: OPTION 2-A

(Copies: Personnel File, School, Unit Member)

SANTA ROSA CITY SCHOOLS

**OPTION 2-B EVALUATION
MID-YEAR PROGRESS REPORT**

(To be completed by the Unit Member by February 10th)

UNIT MEMBER'S NAME: _____ SCHOOL: _____
(Please Print)

Administrator's Name: _____
(Please Print)

Assignment: _____

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

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

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

Date of Conference

Administrator's Signature

Date

Unit Member's Signature

Date

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

SANTA ROSA CITY SCHOOLS

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

I. Evidence and Description of Goal Completion:

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

III. Comments:

Unit Member's Signature

Date

Administrator's Signature

Date

SANTA ROSA CITY SCHOOLS

**OPTION 2-D
ALTERNATIVE EVALUATION RECORD**

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

1. Unit Member's Name: _____

2. School: _____

3. Administrator's Name: _____

4. End of Year Unit Member Assessment Report, submitted to Administrator, including:

- factual description of what was done
- self-assessment of what was accomplished
- Unit Member's recommendation for continued professional development during the next, non-evaluation year

Date Report Received by Administrator: _____

5. End of Year Conference with Administrator to:

- hold an open and honest collegial conversation regarding the Unit Member's professional development effort
- assess what worked and what did not
- identify what the Unit Member might want to do the following year for his/her continued professional development

Date of Conference: _____

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

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

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

OR

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

Administrator's Signature

Date

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

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

Unit Member's Signature

Date



FIVE-YEAR CERTIFICATED EVALUATION PLAN

DATE: _____

TO: _____
Employee Name (Print) Position

FROM: _____
Administrator Name (Print) School Site or District Dept.

SUBJECT: **Five-Year Certificated Evaluation**

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

9.1.5 A unit member shall be evaluated no later than the fifth year following the last formal evaluation. Participation in the five-year evaluation cycle can only occur if the evaluator and certificated unit member mutually agree and the unit member meets the following Ed Code 44644 criteria:

- 1) has permanent status;
- 2) has been employed by the District for at least (10) ten years as a permanent certificated employee;
- 3) is highly qualified as defined in 20 U.S.C. Section 7801;
- 4) whose previous evaluation rated the unit member as meeting or exceeding standards;
- 5) The unit member or evaluator may withdraw from the agreement no later than October 1 of any school year in which case the unit member shall be evaluated that year;
- 6) 9.1.5 A unit member who meets the criteria for 5-year evaluation may request either Option 1 or Option 2 evaluation process;
- 7) The unit member shall be formally evaluated at the end of a 5-year evaluation cycle, and assuming they meet the criteria, the unit member shall be eligible for an additional 5-year evaluation cycle with the approval of the administrator and superintendent or designee after the successful completion of a regular formal evaluation cycle

Administrator's Signature

Date

Employee's Signature

Date

Cc: Human Resources Technician Personnel File

Five-Year Evaluation Plan for 2021-2022

1 ARTICLE 10: PEER ASSISTANCE AND REVIEW PROGRAM

2 The Peer Assistance and Review Program is defined as follows:

3 The Santa Rosa Teachers Association and the Santa Rosa City Schools District are
4 continuously striving to provide the highest possible quality of education. In order for
5 students to succeed in learning, teachers must succeed in teaching. Therefore, the parties
6 agree to cooperate in the design and implementation of programs to improve the quality
7 of instruction through expanded and improved professional development and peer
8 assistance. Teachers referred to the program are viewed as valuable professionals who
9 deserve to have the best resources available provided to them in the interest of improving
10 performance to a successful standard.

11 10.1 Governance Structure of the Peer Assistance and Review Program (hereinafter referred to
12 as PAR) is the Joint Panel, which will consist of five (5) members of which three (3) will be
13 current unit members and two (2) will be district/site administrators.

14 10.1.1 The unit members will be appointed by the unit Executive Board to a four (4)
15 school year term, which may be renewed as required.

16 10.1.2 The District/Site Administrators will be appointed by the Superintendent to a four
17 (4) school year term which may be renewed as required.

18 10.1.3 If any unit or district/site administrator does not complete his/her term, a
19 replacement Panel member will be appointed by the unit member's Executive
20 Board, if it is a unit member, or the Superintendent, if it is a district/site
21 administrator.

22 10.1.4 The unit members who are appointed to the Joint Panel will be paid \$100 per
23 meeting which is paid as a supplemental STRS contribution.

24 10.1.5 The Joint Panel will select a chairperson on an annual basis by a vote of at least
25 four (4) out of five (5) Joint Panel members. The Joint Panel will establish its own
26 rules and procedures, including designating a chairperson in the absence of four

1 (4) votes. The rules and procedures require approval by four (4) out of five (5) of
2 the Joint Panel membership.

3 10.1.6 The unit members who are appointed to the Joint Panel will have a release day as
4 necessary to complete their duties.

5 10.1.7 The Joint Panel will determine the time and place for the Joint Panel meetings at
6 the District office and appropriate district secretarial support will be provided
7 during the Joint Panel meetings.

8 10.1.8 If the Joint Panel by unanimous vote wants to establish a part-time Coordinator,
9 the Joint Panel will recommend a part-time Coordinator, in accordance with Board
10 of Education Policy 4139, who will supervise the Consulting Teachers, provide
11 necessary training and provide other PAR coordination support as defined by the
12 Joint Panel.

13 10.1.9 Annually, the Joint Panel, in consultation with the Superintendent if he/she is not
14 on the Joint Panel, and the Assistant Superintendents of Curriculum and
15 Instruction, will establish the PAR budget, both for required permanent
16 certificated teachers program as well as the District's Beginning Teacher Support
17 and Assessment Program. The proposed annual PAR budget is subject to approval
18 of the Superintendent and the Board of Education on an annual basis, and all
19 expenditures shall be in accordance with the parameters of the PAR Program.

20 10.2 The Joint Panel responsibilities, in addition to the above, include the following:

21 10.2.1 Developing a job description defining responsibilities of the Consulting Teacher
22 and the required training program of the Consulting Teacher prior to the delivery
23 of services, as well as their duties in the District's Beginning Teacher Support and
24 Assessment Program.

25 10.2.2 Recommending the number of Consulting Teachers needed for the required
26 permanent certificated teachers participating in the PAR Program, as well as the

1 Consulting Teachers participating in the District’s Beginning Teacher Support and
2 Assessment Program.

3 10.2.3 Establishing the procedures and forms to be utilized by Consulting Teachers in
4 providing support to permanent certificated teachers participating in the PAR
5 Program, as follows:

6 10.2.3.1 Written notification to required permanent certificated teachers
7 to be enrolled in the PAR Program.

8 10.2.3.2 Preparing a template to be utilized by Consulting Teachers
9 identifying specific qualifications, including grade and
10 subject level experience to assist the Joint Panel in assigning
11 Consulting Teachers.

12 10.2.3.3 Assigning required permanent certificated teachers to
13 Consulting Teachers.

14 10.2.3.4 Providing access for staff development activities for the
15 permanent certificated teacher required to participate in the
16 PAR Program.

17 10.2.3.5 In accordance with Education Code section 44500, forwarding
18 the Consulting Teacher’s recommendation and final report of
19 the required permanent certificated teacher’s participation in
20 the PAR Program that is made available for the required
21 certificated teacher’s personnel file to the Joint Panel and the
22 Board of Education.

23 10.2.3.6 Preparing an annual evaluation of the PAR Program to be
24 presented to the Board of Education.

25 10.3 Consulting Teachers

26 10.3.1 District permanent classroom teachers may apply for a consulting teaching
27 position by submitting an application.

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- 10.3.1.1 The application must include three (3) letters of reference, of which one (1) must be from a principal, one (1) letter from a classroom teacher at his/her present teaching site, and (1) letter from an existing classroom teacher or administrator.
- 10.3.1.2 The classroom teacher(s) selected to be interviewed by the Joint Panel must meet all qualifications as required in Education Code section 44501, including:
 - 10.3.1.2.1 Credentialed classroom teacher with permanent status.
 - 10.3.1.2.2 Substantial recent experience in classroom instruction.
 - 10.3.1.2.3 Demonstration of exemplary teaching ability, as well as effective communication skills and subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 10.3.1.3 The recruitment, selection process and the maintenance of records in Human Resources will be confidential and in accordance with Board of Education Policy 4112.6.
- 10.3.1.4 The selection of a Consulting Teacher will be by unanimous vote of the Joint Panel. District permanent certificated teachers who apply, but are not accepted as Consulting Teachers, will be notified in writing by Human Resources.
- 10.3.1.5 The permanent certificated teacher who is on a .40 FTE leave of absence from the classroom to serve as a Consulting Teacher will have a caseload of one to two, meaning the Consulting Teacher will have up to two (2) permanent certificated teachers who are required to participate in the program. The Consulting Teacher/required

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permanent teacher participant ratio is as follows:

Consulting Teacher	Maximum Required Permanent Teachers
.40 FTE	2
.60 FTE	3

If the Joint Panel, by unanimous vote, determines the PAR Program can be best served utilizing a full-time (1.00 FTE) Consulting Teacher, the Joint Panel reserves the right to determine the number of required permanent certificated teachers assigned to said Consulting Teacher, which would also be by unanimous vote.

10.3.1.6 Consulting Teachers may be assigned duties by the Joint Panel in the district’s Beginning Teacher Support and Assistance Program.

10.3.1.7 In the event a Consulting Teacher is not assigned a required permanent certificated teacher who has an unsatisfactory evaluation, the Joint Panel will assign, in coordination with the Assistant Superintendents of Curriculum and Instruction, the Consulting Teacher to the District’s Beginning Teacher Support and Assessment Program for that period of time he/she does not have other PAR responsibilities.

10.3.1.8 Consulting Teachers who travel from one school to another during the same day shall be reimbursed from their first assignment to their next assignment for that given day in accordance with Articles 16.12.1 and 16.12.2 (page 75, lines 11-19) of the collective bargaining agreement.

10.3.1.9 The Joint Panel rules and procedures will include, by a vote of at least four (4) out of five (5) annually, determining the PAR funds allocated for instructional materials for each Consulting Teacher.

10.3.1.10 The Joint Panel will authorize extended day pay for Consulting Teachers outside of their normal professional workday as required and approved

1 by the Joint Panel by at least a four (4) out of five (5) vote.

2 10.3.1.11 The District shall defend and hold harmless individual Joint Panel
3 members and Consulting Teachers from any lawsuit or claim arising out
4 of the performance of their duties in the PAR Program to the same
5 extent and in the same manner as other District employees.

6 10.3.1.12 Permanent certificated teachers who take a part-time/full-time leave
7 of absence to serve as a Consulting Teacher will be evaluated annually
8 by the Joint Panel, subject to the Consulting Teacher's continuation in
9 the program. The recommendation by the Joint Panel for the
10 Consulting Teacher to continue requires a unanimous vote of said
11 Panel.

12 10.3.2 The Consulting Teacher duties are defined by the Joint Panel and must include the
13 requirements set forth in Education Code sections 44500 and 44501 of the
14 California Peer Assistance and Review Program for Teachers, as referenced in
15 Articles 10.3.3 through 10.3.6.11.

16 10.3.3 The Consulting Teacher(s) will meet with the Joint Panel to review job-related
17 requirements prior to his/her assignment.

18 10.3.4 The Consulting Teacher will initially interview the required PAR participant who
19 must participate in the PAR Program. A copy of the evaluation and Plan for
20 Improvement as outlined in 10.4.1 will be shared at this meeting in accordance
21 with Education Code sections 44500, 44662, and 44664 (a) & (b).

22 10.3.5 The Consulting Teacher also interviews the evaluating administrator of the
23 required PAR participant in regards to the recommended areas of improvement
24 outlined by the evaluating administrator in the Plan for Improvement and the
25 types of assistance that may be provided by the Consulting Teacher.

26 10.3.6 Upon completion of the initial interviews (Articles 10.3.4 and 10.3.5) the
27 Consulting Teacher meets with the required PAR participant who will share his/her

1 annual evaluation summary and Plan for Improvement in accordance with
2 Education Code sections 44500, 44662 and 44664(a) & (b).

3 The Consulting Teacher will:

4 10.3.6.1 Review the PAR Program requirements and procedures.

5 10.3.6.2 Meet with the required PAR participant to establish mutually agreed
6 upon performance goals and develop the Assistance Plan for
7 determining successful completion of the PAR Program in accordance
8 with Education Code section 44662.

9 10.3.6.3 Provide the appropriate resources as defined in Article 10.3.3 through
10 10.3.6.11 with the understanding that the PAR participating teacher is
11 ultimately responsible for improving his/her professional skills as
12 defined in the District's PAR Program.

13 10.3.6.4 Develop the PAR participation and the Assistance Plan for the required
14 PAR participant, which will be presented to the Joint Panel for their
15 review and approval. The approval requires four (4) out of five (5) Joint
16 Panel members' agreement to the Plan for Improvement.

17 10.3.6.5 Conduct multiple observations of the required PAR participant during
18 classroom instruction and provide specific, timely feedback after each
19 visit.

20 10.3.6.6 Prepare progress reports for the Joint Panel in intervals of not more
21 than three (3) months and appear before the Joint Panel to discuss the
22 progress of the PAR participant, as scheduled by the Joint Panel.

23 10.3.6.7 Continue to provide assistance to the required PAR participant:

24 a) until the Consulting Teacher and the Joint Panel conclude that
25 the teaching performance of the PAR has met the goals of the
26 Assistance Plan.

27 b) that further assistance will not be productive. The final decision

1 of continuing or not continuing to provide assistance will be
2 determined by a vote of at least four (4) out of five (5) Joint Panel
3 Members.

4 10.3.6.8 Review and discuss with the required PAR participant the Consulting
5 Teacher's final report of the PAR participant's participation and
6 assistance no later than fifty (50) calendar days prior to the last day of
7 instruction for that given school year. The PAR participant will apply
8 his/her signature to the report for the purpose of acknowledging
9 receipt of the document.

10 10.3.6.9 Submit the Consulting Teacher's final report of the PAR participant's
11 participation and assistance, as stipulated in 10.3.6.8 above, to the
12 Joint Panel in accordance with the designated timeline.

13 10.3.6.10 Include in writing the following statement:

14 After the required PAR participant is in receipt of his/her final
15 report of his/her participation in the PAR Program, as
16 stipulated in Article 10.3.6.8, within ten (10) calendar days of
17 that date, the PAR participant has the right to request one (1)
18 meeting with the Joint Panel and to be represented at this
19 meeting by the Association representative of his/her choice.

20
21 10.3.6.11 The consulting teacher and evaluating administrator shall meet no
22 fewer than three and no more than six times during the school year to
23 share the results of the observations made by the evaluator and the
24 progress observed by the consulting teacher. The consulting teacher,
25 evaluating administrator and PAR participant shall meet at least three,
26 but no more than six times to review the progress on the Improvement
27 Plan observed by the consulting teacher and in meeting the objectives

1 contained in the Improvement Plan, and to update the Assistance Plan,
2 as needed. At the discretion of the participants, these meetings may
3 be combined.

4 10.3.6.12 Make available the Consulting Teacher’s final report of the permanent
5 PAR participant’s participation and assistance in the PAR Program for
6 his/her District personnel file, in accordance with Education Code
7 section 44662(d).

8 10.4 Any permanent certificated teacher who receives the following evaluation summary shall
9 be required to participate in the District’s Peer Assistance and Review Program:

11	Level I	___ Meets or exceeds standards	Continue employment without reservation
12			
13	Level II	___ Needs improvement in no more than two standards	Improvement plan to be developed and implemented at the School site.
14			
15	Level III	___ Does not meet standards	Continue employment with an improvement plan which specifically addresses all standards which are not fully met. Must participate in the District Peer Assistance and Review Program as defined in Article 10.4 of the collective bargaining agreement if it is available.
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25	Level IV	___ Unsatisfactory	Referred to Assistant Superintendent Human Resources, for appropriate personnel action(s)
26			
27			
28			

29 10.4.1 The permanent certificated teacher who is required to participate will
30 receive from his/her primary evaluator a Plan for Improvement in writing
31 consistent with the provisions specified in Education Code section 44662,
32 including:

- 33 ■ performance goals for a participating certificated teacher with a formal
34 evaluation summary shall be:
 - 35 ✓ in writing
 - 36 ✓ clearly stated

1 ✓ aligned with pupil learning and the California Standards
2 for the Teaching Profession

3 ✓ in accordance with Education Code section 44664(a)(b).

4 10.4.2 The Joint Panel will receive a copy of the Plan for Improvement Plan that is given
5 to the permanent PAR participant by his/her evaluating administrator. The Joint
6 Panel will assign an appropriate Consulting Teacher for the implementation of the
7 PAR Program.

8 10.4.3 If the permanent certificated teacher has a conflict with the individual who is the
9 Consulting Teacher assigned to him/her, the permanent certificated teacher has
10 the right to appeal and request an alternative Consulting Teacher. The Joint Panel
11 will make the final decision in assigning Consulting Teachers by a vote of at least
12 four (4) out of five (5) Joint Panel members.

13 10.4.4 The evaluating administrator and the PAR participant may also be called to meet
14 with the Joint Panel to provide a written assessment of the PAR participant's
15 progress.

16 10.4.5 All written progress reports shall be on forms approved by the Joint Panel and shall
17 include an assessment as to whether the PAR participant is making satisfactory
18 progress and whether continued assistance is necessary. These reports will
19 remain confidential in accordance with the provisions of the PAR Program.

20 10.4.6 For PAR participants who are required to participate in the PAR Program, the
21 Consulting Teacher shall prepare a final report that will detail the progress and in
22 meeting the Assistance Plan, as defined in Article 10.3.6.8.

23 10.4.7 The PAR participant who is required to participate in the PAR Program does have
24 a right to one (1) appeal of the Joint Panel if he/she does not feel the PAR Program
25 is being implemented in accordance with Article 10 of the collective bargaining
26 agreement.

27 10.4.8 The PAR participant shall have the right to reply to all progress reports, as well as

1 the final report of the PAR participant's participation and assistance and said reply
2 shall be appended to the report. The report shall be placed in the PAR participant's
3 personnel file.

4 10.5 Miscellaneous PAR Provisions

5 10.5.1 A PAR participant in the required PAR Program will not have access to the
6 grievance process (Article 4, Grievance Procedures of the District/SRTA/CTA/NEA
7 collective bargaining agreement) in connection with this Article (Peer Assistance
8 and Review Program). The PAR participant may, however, file a response to the
9 content of the reports, evaluations or decisions of the Joint Panel, which shall
10 become part of his/her District personnel file, as defined in Article 10.4.8, and the
11 opportunity to meet with the Joint Panel (Article 10.3.6.10).

12 10.5.2 Any certificated teacher who has an evaluation (Level II), who has significant
13 concern about his/her performance, may petition the Joint Panel for consideration
14 to participate in the PAR Program. The final decision of the Joint Panel would
15 include a review of the applicant's concerns, and the availability of PAR resources.

16 10.5.3 The expenditures of the PAR Program shall not exceed revenues received from
17 BTSA funds and funds made available through Education Code section 44500 (et.
18 seq.)(A.B.1x.1999 Villariagosa or successor legislation).

19 10.6 Beginning Teacher Support and Assessment Program (BTSA)

20 Effective with the 2000-2001 school year, the District will begin implementation of its own
21 Beginning Teacher Support and Assessment Program or participate in the Sonoma County
22 Office of Education (SCOE) BTSA Program, The North Coast Beginning Teacher Project, if the
23 District's program is not operational during the 2000-2001 school year.

24 10.6.1 The administrative cost will not exceed 5% of the funding of Education Code section
25 44500 (et.seq.).
26

1 number of hours per week of scheduled duty relates to the number of hours for
2 a full-time member in a comparable position. Regular certificated unit members,
3 who work 200 or more days per year shall be entitled to an additional day of
4 leave per year.

5 11.2.2 If a unit member does not utilize the full amount of leave in any school year, the
6 amount not utilized shall be accumulated from year to year and be available for
7 personal and immediate family member (as defined in 11.3.2) illness only.

8 11.2.3 After all earned leave is exhausted, additional leave shall be available for a period
9 not to exceed five (5) school months. The five month period shall begin on the
10 first day of absence once all available accumulated time is exhausted. The amount
11 deducted for leave purposes from the unit member's salary shall be the amount
12 actually paid, or if no substitute is hired, the amount that would have been paid,
13 to a substitute, based on the lowest daily rate on the SRCS Substitute Salary
14 Schedule.

15 11.2.4 Where there is a reasonable suspicion of abuse of leave, or if the illness or injury
16 leave exceeds three (3) consecutive days, the District management may require a
17 unit member to present a medical doctor's certificate verifying personal or
18 immediate family member illness or injury. If the report concludes that the
19 absence is not due to personal or immediate family member illness or injury or
20 that the illness is not sufficiently severe to warrant continued absence, then the
21 Superintendent or designee, after notice to the unit member, may refuse to grant
22 such leave.

23 11.2.5 If requested, it shall be the unit member's responsibility to present a physician's
24 statement certifying the unit member's fitness to return to full or part-time duty
25 with or without reasonable accommodation after serious physical or mental
26 illness.

27 11.2.6 Except in emergency situations for which the District may require proof, unit

1 members shall contact the District Substitute Service as soon as possible after
2 determining the need to be absent.

3 11.2.7 A unit member who is absent for one-half day or less shall have one-half day
4 deducted from the accumulated leave; and if the absence exceeds more than one-
5 half day, a full day shall be deducted from accumulated leave. One-half day shall
6 be defined as one-half of the length of the unit members' contract day, as defined
7 in Article 6.1.

8 11.2.8 Unit members shall be notified of their accumulated leave by no later than October
9 15 of each school year.

10 11.2.9 The District shall maintain a **Sick Leave Bank** for use by regular certificated unit
11 members who have exhausted all paid leave entitlements due to a serious long-
12 term illness or injury.

13 Each year, the District shall credit the sick leave bank with one day of non-
14 cumulative sick leave for each member using less than six (6) days of personal
15 necessity/illness/injury leave in the previous school year.

16 The sick leave bank shall be jointly administered by the President of the
17 Association and the Superintendent or Assistant Superintendent of the District.
18 They shall operate under mutually agreed upon administrative regulations which
19 shall include a 100-day limit on any award.

20 11.2.10 Regular certificated unit members, may earn one bonus day as follows:

21 (a) A unit member who does not use any of his or her annual personal
22 illness/injury/necessity leave during the current fiscal year shall earn one
23 (1) bonus days which may be used during the following year.

24 (b) Any bonus day may only be used during the fiscal year following the fiscal
25 year in which it is earned. Bonus days are not cumulative and may not be
26 carried over. If not used, the bonus day is lost. No explanation is required
27 when a bonus day is used.

1 (b) Within thirty (30) days of the beginning of the maternity leave, the unit
2 member shall submit to the Assistant Superintendent of Human
3 Resources the specific date she intends to begin the leave, accompanied
4 by her physician's written statement attesting to the unit member's
5 ability to continue performing the full schedule of her duties and
6 responsibilities. She shall continue on active duty until the specific date,
7 provided she does perform the full duties and responsibilities of her
8 position and furnish additional health statements from her physician
9 upon reasonable request.

10 (c) Prior to the establishment of a specific date for return to duty, the unit
11 member shall submit to the Assistant Superintendent, Human Resources,
12 a notice of intention to return to duty, accompanied by her physician's
13 statement certifying that the unit member is medically qualified to
14 assume full-time duties and responsibilities.

15 (d) The Superintendent or his designee, in consultation with the unit
16 member, may designate the specific beginning and ending dates to meet
17 the needs of the unit member and the District.

18 11.4.3 The unit member on leave shall be returned to her former position or, if not
19 available, an equivalent position within her field of competency.

20 11.4.4 A maternity leave, absent physical disability, is granted without pay for the
21 duration of the leave. The unit member may elect to continue medical, dental,
22 vision, and employee life insurance coverage during this leave at her own expense.

23 11.4.5 A unit member returning from maternity leave shall be placed on the salary
24 schedule at the same position held at the commencement of the leave. The unit
25 member shall be eligible for a salary-schedule increment step if she is in active
26 employment in her position for seventy-five (75) percent of the days in her normal
27 work year. With the above language, both parties intend to be in full compliance

1 with applicable law.

2 11.5 Leave for Pregnancy Disability

3 11.5.1 Unit members who are working are entitled to use personal illness and injury leave
4 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and
5 recovery there from on the same terms and conditions governing leaves of
6 absence for other illness or medical disability. Such leave shall not be used for
7 child care, child rearing, or preparation for child bearing, but shall be limited to
8 those disabilities as set forth above. The length of such disability leave, including
9 the date on which the leave shall commence and the date on which the duties are
10 to resume, shall be determined by the unit member and the unit member's
11 physician; however, the District management may require a verification of the
12 extent of disability through a physical examination of the unit member by a
13 physician appointed by the District at District expense.

14 11.5.2 Unit members are entitled to leave without pay or other benefits for disabilities
15 because of pregnancy, miscarriage, childbirth, or recovery there from when sick
16 leave has been exhausted. The date on which the unit member shall resume duties
17 shall be determined by the unit member on leave and the unit member's physician;
18 however, the District management may require a verification of the extent of
19 disability through a physical examination of the unit member by a physician
20 appointed by the District.

21 11.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a
22 position comparable to that held at the time the leave commenced. With the
23 above language, both parties intend to be in full compliance with applicable law.

24 11.6 FMLA/CFRA/PDL

25 11.6.1 1. The California Family Rights Act (CFRA) (Gov. Code § 12945.2) establishes,
26 among other rights, that employers must grant leave of up to twelve (12) weeks
27 leave for purpose of child bonding/care after the birth of a child of the employee

1 (birth or non-birth parent), the “placement of a child with an employee in
2 connection with the adoption or foster care of the child by the employee” (Gov.
3 Code § 44977.2 (3)(A)).

4 2. Leave granted under CFRA is separate and distinct from Pregnancy
5 Disability Leave (PDL), which is a medically certified disability.

6 3. PDL has been and will continue to be managed according to Article 11.5
7 Leave for Pregnancy Disability.

8 4. For non-birth parents, CFRA leave for the purpose of caring for a child as
9 a result of birth, adoption, or foster placement shall begin upon birth or
10 acceptance of an adopted or foster child.

11 5. For birth parents, CFRA leave for these purposes shall begin upon medical
12 release by a physician for mothers who give birth, or upon acceptance of an
13 adopted or foster child.

14 6. A unit member shall be granted up to 12 non-consecutive weeks per
15 maternity, paternity, adoption, or foster placement in accordance with CFRA.
16 However, the 12 non-consecutive weeks must be taken within one year of the
17 birth or placement of the child. This provision supersedes Article 11.11.3 Duration
18 of Leave.

19 7. Upon commencement of a CFRA leave for the purpose of caring for a child
20 as a result of birth, adoption, or foster placement, the unit member shall use all
21 remaining accumulated sick leave. The remainder of the 12-week leave shall be
22 paid by differential pay (Article 11.2.3 Personal Illness/Injury/Necessity Leave).

23 8. All other aspects of Article 11 Leave of Absence Provisions shall remain in
24 full force and effect as written until altered by the negotiation of a successor
25 agreement, including Article 11.4 Maternity Leave of Absence Without Pay.

26 9. Title 2 of California Code of Regulations section 11090(d) provides CFRA
27 leaves do not have to be taken in one continuous period of time. The basic

1 minimum duration of the leave shall be two weeks. However, the District shall
2 grant a request for a CFRA leave of less than two weeks' duration on any two
3 occasions and may grant requests for additional occasions of leave lasting less than
4 two weeks.

5 11.7 Industrial Accident Leave

6 11.7.1 Unit members will be entitled to industrial accident leave for personal injury which
7 has qualified for workers' compensation under the provisions of the Workers'
8 Compensation Insurance Act.

9 11.7.2 Such leave shall not exceed sixty (60) days during which the schools of the District
10 are required to be in session or when the unit member would otherwise have been
11 performing work for the District in any one fiscal year for the same industrial
12 accident.

13 11.7.3 The District has the right to have the unit member examined by a physician
14 designated by the District to assist in determining the length of time during which
15 the unit member will be temporarily unable to perform assigned duties and the
16 degree to which a disability is attributable to the injury involved. When the District
17 requires a unit member to be examined by a physician designated by the District,
18 the cost of that medical examination will be paid by the District.

19 11.7.4 For any days of absence from duty as a result of the same industrial accident, the
20 unit member shall endorse to the District any wage-loss benefit checks from the
21 workers' compensation carrier which would make the total compensation from
22 both sources exceed 100 percent of the amount the unit member would have
23 received as salary had there been no industrial accident or illness.

24 11.7.5 If the unit member fails to endorse to the District any wage-loss disability
25 indemnity check received on account of the industrial accident or illness provided
26 above, the District shall deduct from the unit member's salary warrant the amount
27 of such disability indemnity actually paid to and retained by the unit member.

1 11.8 Judicial Leave

2 11.8.1 Unit members will be provided leave for regularly called jury duty and to appear
3 as a witness in court, other than as a litigant, for reasons not brought about
4 through the connivance or misconduct of the unit member. Except in cases of
5 emergency, the unit member shall submit a written request for an approved
6 absence at least ten (10) days prior to the beginning date of the leave. In the event
7 of an emergency, the request may be submitted no less than one (1) day prior to
8 the commencing of the leave.

9 11.8.2 If subpoenaed as a witness for District-related business or while serving jury duty,
10 the unit member shall receive his/her regular earnings and shall assign to the
11 District all remuneration received for jury duty except for that part received for
12 travel-expense reimbursement.

13 11.9 Sabbatical Leave

14 11.9.1 The District may grant a sabbatical leave subject to the following conditions:

15 11.9.2 Definition

16 11.9.2.1 Qualified unit members may be granted the privilege of sabbatical
17 leave for a period not to exceed one (1) year for the purpose of
18 permitting study or travel which will benefit the school and the pupils
19 of the District.

20 11.9.2.2 The sabbatical leave may consist primarily of study in residence at a
21 university or college, or study on a special project(s), or research
22 problem(s). The special project(s) could be achieved through the
23 medium of purposeful travel or college attendance. If college
24 attendance is for the purpose of obtaining an advanced college
25 degree, it will be granted only if work could not be taken during the
26 summer.

27 11.9.3 Eligibility

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11.9.3.1 Sabbatical leaves must be preceded by at least seven (7) consecutive years of paid full-time certificated service, all of which have been served as a regular full-time employee in the Santa Rosa City Schools system. [Seventy-five (75) percent of the teaching days in each year counts as a full school year.]

11.9.3.2 No leave of absence, including maternity leave, shall be considered a break in the continuity of service for the required seven (7) consecutive years' service, but time spent on leave of absence shall not be counted toward fulfillment of the seven (7) years' service requirement.

11.9.4 Extent and Distribution

11.9.4.1 Sabbatical leaves will be granted for not more than one (1) year.

11.9.4.2 Sabbatical leaves shall coincide with the school year or the school semester.

11.9.4.3 The applicant for a sabbatical leave will be guaranteed the same position on the unit member's return. This means that the unit member will return to the same school and to a comparable status in his/her department.

11.9.4.4 The number of unit members approved for sabbatical leave shall not exceed one (1) percent of the certificated employees in the unit.

11.9.5 Compensation While on Sabbatical Leave

11.9.5.1 Compensation while on sabbatical leave shall be in accordance with the provisions of the District's salary schedule in effect during the period of the leave.

11.9.5.2 Compensation during a full-year sabbatical leave shall be fifty (50) percent of the salary for which the applicant would have been eligible during the year of his/her leave.

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11.9.5.3 Compensation during a half-year sabbatical leave shall be one hundred (100) percent of the salary for which the applicant would be eligible during the half year of his/her leave.

11.9.5.4 While on sabbatical leave, the District shall continue to pay the unit member's costs for health, vision, and dental programs in the same manner as it does for all unit members.

11.9.5.5 Compensation shall be paid to the unit member while on this leave of absence in the same manner as if the unit member was actively employed in the District. Prior to receiving any compensation, including benefits coverage, a unit member qualifying for sabbatical leave shall execute a contract with the District establishing the terms and conditions required of both parties. If injury, illness, or death prevent the unit member from fulfilling his/her agreement, no repayment is required.

11.9.5.6 The unit member may accept a fellowship or grant in aid designed to assist accomplishment of the purpose of the leave.

11.9.6 The applicant's proposed program should be within the following areas:

11.9.6.1 Sabbatical leaves for study: The applicant must have the proposed plan for study and the extent of the study approved by the Superintendent and the Board.

11.9.6.2 Sabbatical leaves for special projects: The applicant must submit a detailed outline of his/her proposed project. This must meet the approval of the Superintendent and the Board.

11.9.6.3 Sabbatical leaves for travel: Applicant must submit a statement of the objectives and a detailed description of the itinerary. This must meet the approval of the Superintendent and the Board.

11.9.6.4 Sabbatical leaves for fellowships and grants: The applicant must

1 submit an account of the provisions of the grant and a detailed plan
2 of the study to be accomplished.

3 11.9.7 Final Report Upon Return

4 11.9.7.1 Within sixty (60) days of the unit member's return to duty, a final
5 report shall be filed with the Superintendent for his consideration.
6 Upon approval by the Superintendent, the report shall be duplicated
7 and submitted to the Board.

8 11.9.8 Effect Upon Salary and Retirement

9 11.9.8.1 Effect of leave on salary increment: Sabbatical leave shall constitute
10 a year's service for salary increment purposes.

11 11.9.8.2 Group hospitalization, vision, and dental premiums shall be
12 continued during the life of the leave.

13 11.9.8.3 The unit member will not be covered by the District's workers'
14 compensation.

15 11.9.8.4 Sick leave will neither accumulate to the unit member nor be charged
16 against him/her. In case an illness prevents a unit member on leave
17 from meeting the conditions of his/her leave, the unit member
18 would have to reach a separate understanding with the
19 Superintendent.

20 11.9.8.5 Compensation paid during sabbatical leave is subject to retirement
21 deductions and will earn service time in the proportion that the
22 compensation paid bears to the compensation earnable for full-time
23 service.

24 11.9.8.6 College credits earned during sabbatical leave may be utilized to
25 meet the requirements for a growth hurdle on the salary schedule.

26 11.9.8.7 Those who have had full-year sabbaticals may, at their option, pay
27 into the State Teachers' Retirement System an amount that they

1 would ordinarily have contributed in order to receive full-time
2 service credit.

3 11.10 Other Leaves of Absence

4 Upon recommendation of the Superintendent and approval by the Board of Education,
5 leave without compensation, benefits, increment, seniority, or tenure credit, may be
6 granted to a unit member in permanent status for a period of up to two (2) school years for
7 purposes of service in the Peace Corps or service in an elected public office and for a period
8 of one (1) school year for care of a member of the immediate family who is ill, for long-term
9 illness of a unit member, or for professional study or research, and for other reasons
10 deemed appropriate by the Board.

11 A unit member may elect to continue medical, dental, vision, and employee life
12 insurance coverage at his/her own expense as long as the unit member adheres to
13 appropriate district procedures for payment of the aforementioned health benefits.

14 11.10.1 No unpaid full leaves of absence may be granted for more than one (1) year and
15 may only be extended at the discretion of the District on an annual basis up to a
16 maximum of five (5) years.

17 11.10.2 No unpaid partial leaves of absence may be granted for more than one (1) year
18 and may only be extended at the discretion of the District on an annual basis up
19 to a maximum of five (5) years.

20 11.10.3 The applications for and granting of such leaves of absence shall be made in writing
21 prior to April 15 of the year preceding the leave. A unit member may revoke any
22 request made for a leave of absence up to the point where District reliance on the
23 application for leave would work to the District's detriment. In addition, a unit
24 member on a full-year or semester II leave shall notify the District Human
25 Resources Office by February 1 of the school year as to an intent to return to
26 employment in the District, and a unit member on a semester I leave shall notify
27 the District Human Resources Office by November 1 as to an intent to return to

1 employment in the District. Failure to so notify will be considered an
2 abandonment of position.

3 11.10.4 For those permanent certificated unit members who have a Board-approved
4 Fulbright leave of absence, at the conclusion of the Board-approved Fulbright
5 leave, they will, absent extraordinary circumstances such as program
6 reorganization or staff reductions, return to the same school site and be assigned
7 based on their credentialing and qualifications.

8 11.11 Family Medical Leave (See 11.6 FMLA and CFRA)

9 It is the intent of this section to make available to employees leave under the Federal Family
10 Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government
11 Code Section 12945.2). This section shall be applied and interpreted in accordance with
12 the state and federal law and regulations.

13 11.11.1 Eligibility

14 An employee with one year of continuous service employed for at least 1,250 (1.00
15 FTE) hours during the previous 12 months is eligible for the leaves described
16 below. Full time certificated employees are deemed eligible under FMLA.

17 11.11.2 Purposes for Which Leave May be Taken

18 11.11.2.1 To care for the employee's child after birth, or placement for adoption
19 or foster care.

20 11.11.2.2 For incapacity due to pregnancy, prenatal medical care or child birth.

21 11.11.2.3 To care for the employee's spouse, son or daughter, or parent who has
22 a serious health condition as defined by the U.S. Department of Labor.

23 11.11.2.4 For a serious health condition that makes the employee unable to do the
24 employee's job.

25 11.11.2.5 Eligible employees with a spouse, son, daughter, or parent on active duty
26 or called to active duty status with the National Guard or Reserves in
27 support of a contingency operation may use their 12-week leave

1 entitlement to address certain qualifying exigencies.

2 11.11.2.6 FMLA also includes a special leave entitlement that permits eligible
3 employees to take up to 26 weeks of leave during a single 12-month
4 period, to care for a covered service member who has a serious injury
5 or illness incurred in the line of duty.

6 11.11.3 Duration of Leave

7 11.11.3.1 All leave is unpaid; however, employees may be required to use
8 accrued Illness Leave before taking FMLA.

9 11.11.3.2 With the exception of 11.12.2.6, leave may be taken for a total of 12
10 work weeks in a 12-month period.

11 11.11.3.3 Leave is pro-rated for eligible, based on criteria established in 11.12.1,
12 part-time employees.

13 11.11.3.4 Intermittent leave in the form of reduced work days or work weeks may
14 be taken.

15 11.11.3.5 Intermittent leaves may be scheduled, to the extent possible, to
16 minimize disruption to the District.

17 11.11.4 Time for Commencement of Leave

18 11.11.4.1 Leave for birth or adoption of a child must commence within one year
19 of the birth or adoption. Leave need not all be taken at one time.

20 11.11.4.2 The employee shall be required to first use accrued vacation,
21 compensatory time off and other available paid leave, but not sick
22 leave unless the leave is taken because of the employees own illness or
23 the employer agrees to the use of sick leave.

24 11.11.4.3 Pregnancy disability leave is treated separately under CFRA [See
25 Government Code Section 12945(b).

26 11.11.5 Employee Notice

27 If the need for leave is foreseeable, the employee shall provide the District with

1 reasonable (at least 30 days) written notice.

2 11.11.6 Continuation of Benefits

3 11.11.6.1 The District will continue to pay the employee's health benefits to the
4 same extent the District would have paid for such benefits if the
5 employee would have continued working.

6 11.11.6.2 If the employee does not return at the end of the leave, the District
7 may collect the amount expended for benefits unless the failure to
8 return is because of disability or other reasons beyond the control of
9 the employee.

10 11.11.6.3 To the extent the District continues to pay for other benefits for
11 employees on unpaid leaves, it must do so for employees under FMLA
12 and CFRA. If the District does not pay such benefits, it must permit the
13 employee to pay for them. Benefits include, but are not limited to,
14 disability and life insurance and retirement contribution. Education
15 Code Sections 22901 and 22902 authorize members of the State
16 Teachers Retirement System to purchase service credit for time spent
17 on family care leave.

18 11.11.7 Status While on Leave

19 Leave does not constitute a break in service for purposes of seniority or longevity.

20 11.11.8 Verification

21 11.11.8.1 The employee shall provide verification of the need for leave to care
22 for a spouse, parent or child or for the employee's own serious health
23 condition.

24 11.11.8.2 Verification may be provided by a physician, osteopath or other health
25 care provider designated by the Secretary of Labor.

26 11.11.8.3 The District may, at its expense, require additional medical evaluation
27 of the employee's own health condition (but not of the employee's

1 spouse, parent or child).

2 11.11.9 Serious Health Condition

3 A serious health condition is an illness, injury, impairment, or physical or mental
4 condition involving in-patient care, continuing treatment, or supervision of a
5 health care provider.

6 11.11.10 Right to Reinstatement

7 An employee is entitled to reinstatement to the same or a comparable position
8 except that a salaried employee who is among the highest paid ten percent of
9 the District's employees may be denied reinstatement if reinstatement would
10 cause substantial economic injury to the District. The District must notify the
11 employee of the intent to deny reinstatement as soon as that decision is made.
12 If the notice is given after commencement of the leave, the employee has the
13 right to return to work following receipt of the notice.

14 11.12 Catastrophic Leave Bank

15 The intent of the Catastrophic Leave Bank (CLB) is to provide support for any active unit member
16 when a member of their family suffers from a catastrophic illness or injury. "Catastrophic illness" or
17 "injury" is a life-threatening or critical event which incapacitates a family member and requires the
18 unit member to take time off from work.

19 11.12.1 For the purpose of this article, "family member" is defined as spouse, domestic
20 partner, child, step child, foster child, parent or stepparent.

21 11.12.2 The unit member must have exhausted all qualifying paid leave in order to draw
22 from the CLB.

23 11.12.3 All bargaining unit members may become members of the CLB by voluntarily
24 contributing one (1) Personal illness/Personal Necessity day for the establishment and
25 maintenance of the Bank. Only contributors will be allowed to withdraw from the CLB. All
26 donations of eligible leave credits are irrevocable.

27 11.12.3.1 Contributions to the CLB may be made during the District's certificated benefit

1 open enrollment period. The Association will notify unit members of the open
2 enrollment period and the District will provide a CLB Membership Enrollment form
3 for unit members.

4 11.12.3.2 Employees who elect NOT to join the CLB during the open enrollment period or
5 within 30 days of being hired, will become eligible for membership in the following
6 open enrollment period.

7 11.12.3.3 Unit members must have a minimum of nine (9) days of Personal illness leave after
8 contribution of one (1) day has taken place.

9 11.12.3.4 At the beginning of a school year, newly hired unit members or unit members
10 returning from a leave of absence shall be granted a thirty (30) day window in
11 which to contribute a day to the CLB.

12 11.12.3.5 Cancellation occurs automatically whenever a unit member fails to make their
13 necessary contribution during the open enrollment period or during the annual
14 assessment. The unit member will not be able to withdraw from the CLB as of the
15 effective date of cancellation.

16 11.12.4 Days in the CLB will accumulate from year to year, up to four hundred (400) days.

17 11.12.4.1 During an open enrollment period where the CLB's total days are four
18 hundred (400) days, the CLB yearly contributions shall be suspended until which
19 time the next enrollment period falls below four hundred (400) days. Current CLB
20 members continue as members the following year. New CLB members will be
21 enrolled under 11.12.3.

22 11.12.4.2 During any period of the year in which the total CLB falls below fifty (50)
23 days all CLB members shall contribute one (1) additional day.

24 11.12.4.3 Any CLB member who has fewer than nine (9) Personal illness/Personal
25 Necessity Days remaining and does not wish to contribute an additional day to the
26 CLB may withdraw from the CLB for the remainder of the year.

27 11.12.5 The Catastrophic Leave bank will be administered by a panel of two (2) members,

1 the Santa Rosa Teachers Association President or designee and the Santa Rosa City School
2 District's Superintendent or designee.

3 11.12.5.1 The Panel is responsible for validating that recipient eligibility criteria have been
4 met, verifying that:

5 11.12.5.1.1 All qualifying paid leave has been exhausted.

6 11.12.5.1.2 The District has received a Certification of Healthcare Provider form
7 which will note the nature of the catastrophic illness or injury, reason unit member
8 is needed for care and the estimated length of time the family member will need
9 for recovery.

10 11.12.5.2 Within ten (10) work days the CLB Panel will notify the applicant, in
11 writing, of the Panel's decision. The Panel may either deny the application or grant
12 initial leave of up to twenty (20) days based on the criteria of 11.12.4.1 only.

13 11.12.5.3 The unit member may request one (1) extension beyond the initial
14 request of up to twenty (20) days.

15 11.12.5.3.1 The Panel may approve or deny the extension based on the
16 needs of the Unit Member and/or the District.

17 11.12.5.4 Approved withdrawals shall become effective immediately upon the
18 exhaustion of sick leave.

19 11.12.5.5. In any school year, no more than 185 total days may be utilized by all
20 CLB members.

21 11.12.6 Accounting for the Catastrophic Leave Bank shall be the responsibility of the Human
22 Resources Department. The District shall provide a CLB Membership Enrollment form and
23 shall maintain the records of the CLB.

24 11.12.6.1 Upon request the District shall notify the Association of:

25 11.12.6.1.2 The number of days contributed by unit members for the
26 current year.

27 11.12.6.1.3 The names of the current contributing members.

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11.12.6.1.4 The total number of days available in the CLB.

11.12.6.2 The District will notify the Association any time the number of days in the CLB falls below fifty (50).

11.12.7 The CLB Withdrawal Form will be available on the District Website, SRTA Website, or can be obtained from the Association representative at the site.

11.12.8 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be placed into the District Sick Leave Bank.

11.12.9 Unit members who are retiring or leaving the employ of the District may contribute any unused sick leave to the Catastrophic Leave Bank.

11.12.10 CLB shall be drawn concurrent with any qualifying unpaid leave, including but not limited to FMLA/CFRA leave.

1 ARTICLE 12: ELEMENTARY JOB SHARING

2 12.1 Job sharing may be established when two (2) unit members at the elementary level jointly
3 apply for partial contracts for the purpose of sharing one (1) full-time assignment.

4 12.2 Joint Application Requirements

5 12.2.1 The option of job sharing in any given school year will be considered by the District
6 only after a joint application has been made by two (2) District elementary unit
7 members who have mutually agreed in writing to share one (1) full-time
8 assignment during that year. The District has no obligation whatsoever under
9 these provisions to search for, locate, or assign a unit member to share an
10 assignment.

11 12.2.2 If the permanent/probationary certificated employee requesting to job share the
12 following school year cannot find a partner within the district's existing
13 permanent/probationary certificated staff that is agreeable to both the employee
14 and the District, and if there is mutual agreement by both the employee and the
15 District, the remaining part of the district's permanent/probationary certificated
16 employee's FTE to be vacated by the proposed job share will be advertised as a
17 temporary certificated position subject to:

18 (a) District established recruiting procedures and exclusive of independent
19 recruiting that is in conflict with these procedures.

20 (b) Selection of temporary certificated personnel must be agreeable to the
21 District and unit member or else the job share will not be honored
22 utilizing temporary certificated personnel.

23 12.2.3 A joint application to share a full-time assignment must be made in writing to the
24 District through each applicant's principal or to the principal with authority over
25 the full-time position for which the joint application is being made.

26 12.2.4 The joint application shall specify the number and placement of hours per day,
27 days per week, weeks per month, and months per year which each unit member

1 has agreed to work. The application shall also specify the respective duties which
2 will be performed by each applicant. Such designated duties shall include but not
3 be limited to: attendance at faculty meetings, parent conferences, "Back-to-
4 School Night," in-service activities, and other events at which attendance by
5 bargaining unit members is required in accordance with this Agreement;
6 responsibility for student grades, report cards, daily student attendance reporting,
7 and co-curricular activities, special events, or other curricular activities which are
8 included within the responsibilities of the full-time position for which the joint
9 application is being made.

10 12.2.5 The joint application, or proposal to continue job sharing, shall be submitted as
11 early as possible but no later than March 1 of the school year preceding the year
12 in which the applicants propose to share a position.

13 12.3 All joint applications to share a full-time position or changes in the job-sharing contract
14 resulting in a change in work year for a unit member are subject to approval by the District.
15 The decision to approve or disapprove a job-sharing application is discretionary and shall
16 not be subject to the grievance procedure.

17 12.4 The particular plan proposed in the joint application shall be subject to modification by the
18 District in accordance with District needs.

19 12.5 Job Sharing Requirements

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

22 12.5.1 There shall be no increase in cost to the District for salary or benefits beyond the
23 cost that would be incurred for a single employee.

24 12.5.2 Salaries shall be prorated for part-time contracts in proportion to the amount that
25 the approved portion of employment bears to full-time employment.

26 12.5.3 Fringe benefits shall be prorated in accordance with Article 16.2.

27 12.5.4 Step advancement shall be in accordance with time actually worked [e.g., a unit

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member working half-time shall be eligible for a step advancement every two (2) years].

12.5.5 Unit members on approved job-sharing contracts shall request and be granted unpaid leave for the portion of their regular assignment not worked.

12.5.6 Contracts which are granted can be rescinded only with the mutual consent of the District and the unit member.

12.5.7 In the event either of the bargaining 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 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 11.3 of the Article.

12.6 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.

12.7 In accordance with the provisions defined in Article 12.3 herein, job sharing shall not continue for more than five (5) consecutive years.

1 ARTICLE 13: TRANSFERS AND REASSIGNMENTS

2 13.1 For purposes of this Article, the following definitions apply:

3 1. Assignment – Assignment is the initial placement of a bargaining unit member in
4 a specific elementary grade level or a secondary academic department(s) at the
5 school site or district program by the administration.

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7 2. Reassignment – Reassignment is the change in work location of a bargaining unit
8 member in a different elementary grade level or a secondary academic
9 department(s) from that presently held within their school or district assigned
10 program.

11 a. A reassignment may be initiated by a unit member ("voluntary") or by
12 the District ("involuntary").

13 b. A unit member assigned to more than one work site shall be considered
14 as being reassigned only when moved from one District-wide program
15 to another program.
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18 3. Transfer – Transfer is the relocation of a bargaining unit member from one site or
19 program to another site or district program (such as a library media teacher
20 being placed in a classroom or a TOSA being placed back in a classroom).

21 a. A transfer may be initiated by a unit member ("voluntary") or by the
22 District ("involuntary").

23 b. A unit member assigned to more than one work site shall be considered
24 as being transferred only when moved from one District-wide program
25 to another program.
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28 4. Vacancy- A position requiring certification qualifications which is unoccupied by a
29 unit member in the bargaining unit.

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31 5. Seniority – The length of service of a bargaining unit member based on the first
32 day of paid service to the District as a probationary employee pursuant to the
33 California Education Code.
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35 13.2 Voluntary Transfer

36 13.2.1 A member of the unit may request, in writing, a transfer from one work site to

1 another. These transfer requests may be submitted at any time and shall remain
2 active until August 1 of each school year. It will be the responsibility of the Unit
3 member to be informed of the available open positions in the District which will
4 be posted on line at the District website and through EdJoin.

5 13.2.2 The request for transfer will be sent to the Human Resources Office with a copy to
6 the appropriate administrator at the unit member's work site. A conference shall
7 be held at the request of the member of the unit or the Human Resources Office
8 in order to discuss the request.

9 13.2.3 A position which is declared vacant for the coming year will be posted on the
10 District website and EdJoin by the Human Resources Office within a week of being
11 declared vacant

12 13.2.4 Notice of a vacant position shall be posted for at least five (5) calendar days,
13 except during the months of June & July when vacant positions shall be posted
14 for ten (10) calendar days. The District shall not fill a vacancy before the closing
15 date set forth in the notice, provided, however, that the District may, in its
16 discretion, extend the closing date.

17 13.2.4.1 Permanent certificated unit members who have satisfactory evaluations
18 will be interviewed either at the close of the first advertisement or if the
19 advertisement is extended for a period of time, they would be
20 interviewed at the closure of the advertisement.

21 13.2.5 For purposes of selection between two (2) or more interviewees, the District shall
22 consider the training, major and minor fields of study, credentials, experience,
23 competence, length of service in the school and in the District, past evaluations
24 and attitude of each interviewee.

25 13.2.6 When the District has considered two (2) or more interviewees to be equal on
26 the basis of training, major and minor fields of study, credentials, experience,
27 competence, length of service in the school and in the District, and past

1 evaluations for each interviewee, the unit member with the most District-wide
2 seniority shall be selected for the vacant position.

3 13.2.7 Unit members interviewed shall be notified within five (5) workdays of the
4 decision.

5 13.3 Involuntary Transfers

6 13.3.1 Involuntary transfers shall be identified by the Superintendent or designee and
7 shall be based on the following:

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

18 13.3.2 Except for transfers pursuant to Section 13.3.1(h) herein, the unit member with
19 least District-wide seniority shall be transferred from among those employees who
20 are deemed to be equally qualified for the positions at the site where the transfers
21 were initiated and for the positions at the site where the transferees are to be
22 placed.

23 13.3.2.1 Teachers on Special Assignment (TOSA) who work exclusively at one site
24 and are funded by site based monies, shall be included in any involuntary transfer
25 process related to that site.

26 13.3.2.2 TOSAs who are assigned the District Office as their site and/or are funded
27 by district based monies, shall not be included in the involuntary transfer process

1 at any individual school site.

2 13.3.3 Except for transfer initiated under Section 13.3.1(h) herein, a member of the unit
3 who is to be involuntarily transferred shall have the right to indicate preferences
4 from a list of vacant positions for which the unit member is qualified.

5 13.3.4 The Association and any member of the unit who is involved in a Section 13.3.1(h)
6 transfer shall be informed by the Superintendent or designee of the reason(s) for
7 the transfer. If the unit member requests, a conference shall be held with the
8 Superintendent or designee.

9 13.3.5 To the extent administratively practicable and within the limits as set forth in
10 Section 13.3.2 above, the District will not involuntarily transfer a unit member
11 more than once in a two-school-year period.

12 13.3.6 An involuntary transfer shall not reduce the unit member's salary rate, eligibility
13 for benefits, or accumulated illness leave.

14 13.3.7 Unit members involuntarily transferred to another site due to declining
15 enrollment, staff shortages and/or the reduction or termination of a program
16 shall have the right of first consideration to return to their previous site in the
17 event that there is a vacant position for which the unit member is qualified
18 during the next calendar year.

19 13.4 Reassignment

20 13.4.1 Voluntary

21 13.4.2 A member of the unit may request, in writing, a reassignment from one grade level
22 or content area to another. Reassignment requests may address the following
23 criteria:

- 24 (a) declining enrollment;
- 25 (b) filling a vacancy(s);
- 26 (c) accommodating the special staffing needs and/or requirements of any

1 school(s) or department(s);

2 (d) reduction or termination of a grade level section and/or program(s);

3 (e) initiation or expansion of a grade level section and/or program(s);

4 (f) staffing shortages or surpluses within grade levels, content areas in
5 schools and/or district programs;

6 (g) an interest by the bargaining unit member to explore a different grade
7 level and or content as a result of new learning and/or certifications

8 13.4.3 The request for reassignment will be sent to the appropriate administrator at the
9 unit member's work site. A conference shall be held at the request of the member
10 of the unit or the site administrator in order to discuss the request pursuant to the
11 criteria for reassignment.

12 13.4.4 A reassignment which is declared vacant for the coming year shall be advertised
13 for at least five (5) working days within the site and on the school's website prior
14 to filling the vacancy from the outside, provided that the vacancy occurs prior to
15 the start of the school year.

16 13.4.4.1 All unit members shall be notified of any vacancies which occur after the
17 start of the school year begins for possible reassignment and shall have
18 two (2) working days to notify the site administrator regarding interest
19 in reassignment.

20 13.4.4.2 After the start of the school year, unit members may request a
21 reassignment when either a vacancy for reassignment occurs or when
22 they feel a different reassignment may best serve the instructional
23 needs of the school and or district.

24 13.4.5 Consideration for reassignments shall be given to unit members who have been
25 teaching in the same and/or similar assignment for multiple years and have
26 requested voluntary reassignment.

27 13.4.5.1 Permanent certificated unit members who have satisfactory evaluations

1 shall be afforded priority consideration for voluntary reassignment.

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

6 13.4.6 When the District has considered two (2) or more interviewees to be equal on the
7 basis of training, major and minor fields of study, credentials, experience,
8 competence, length of service in the school and in the District, and past
9 evaluations for each interviewee, the unit member with the most District-wide
10 seniority shall be selected for the vacant position.

11 13.4.7 The criteria for voluntary reassignment shall be equitable and shall be based upon
12 the following:

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

19 13.4.8 Unit members interviewed shall be notified within three (3) workdays of the
20 decision.

21 13.5 Involuntary reassignment

22 13.5.1 Involuntary reassignment is not disciplinary and/or punitive. In the event that no unit
23 member volunteers for a reassignment within a grade level, content area and/or
24 district program, then an involuntary reassignment process will be initiated to fill
25 the needed vacancy. Involuntary reassignment shall be identified and decided by
26 the Superintendent or site/program administrator and shall be based on the
27 following:

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

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

13.5.2.1 Teachers on Special Assignment (TOSA) who work exclusively at one site and are funded by site based monies, shall be included in any involuntary reassignment process related to that site.

13.5.2.2 TOSAs who are assigned the District Office as their site and/or are funded by district based monies, shall not be included in the involuntary reassignment process at any individual school site.

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

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

1 member requests, a conference shall be held with the Superintendent or designee.

2 13.5.4.1 The unit member shall be informed upon their request that a meeting will
3 be arranged within (3) work days after receipt of the notification of intent
4 to reassign. The purpose of the meeting is to discuss the reason and
5 rationale for reassignment based on the established criteria.

6 13.5.4.2 The unit member shall have the choice of having a representative at the
7 meeting and a written record of the meeting will be transcribed and
8 shared with the unit member within (5) working days of the decision to
9 re-assign. The memorandum will include the reasons and rationale for the
10 reassignment and any rationale of the unit member opposing the
11 reassignment.

12 13.5.5 The person to be reassigned will be notified of such reassignment within (3)
13 three working days of the decision.

14 13.5.6 Unit members involuntarily reassigned due to declining enrollment, staff
15 shortages and/or the reduction or termination of a program shall have the right
16 of first consideration to return to their previous assignment in the event that
17 there is a vacant position for which the unit member is qualified during the next
18 calendar year.

19 13.5.7 To the extent administratively practicable the District will not involuntarily
20 reassign a unit member more than once in a two-school-year period. For
21 example:
22 Year 1: Re-assigned in December for remainder of year. Equals one-half year.
23 Year 2: Stays in re-assignment. Or applies for posted vacancy. Equals 1 ½ years.
24 Year 3: Stays in re-assignment. Or applies for posted vacancy. Equals 2 years.
25 Year 4: Could be re-assigned.

26 OR

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

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

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

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reassigned.

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1 ARTICLE 14: CLASS SIZE

2 14.1 To ensure flexibility for programs to meet changing educational needs, constraints on class sizes
3 shall be limited. District management shall provide the Association with data on class
4 sizes and, where major discrepancies are identified, will provide the Board of Education
5 with recommendations for reducing discrepancies. Team teaching, co-teaching
6 equalization of class sizes, number of preparations, and other alternatives shall be
7 explored when major discrepancies are identified. The Association shall recognize that
8 differences will exist among grade levels, subjects taught, course objectives, and number
9 of students with learning problems when reasonable class sizes are established.

10 14.2 Prior to the establishment of class schedules at the secondary level and the grade level
11 compositions at the elementary level, the site administrator will consult with the
12 department chairpersons or elementary representatives selected by the elementary staff
13 members. Such consultation shall involve reviewing means by which the class sizes can be
14 made equitable.

15 14.3 In order to enhance the educational atmosphere of the classroom, to provide safe
16 classroom conditions, and to attempt to equalize the workload among teachers, students
17 within each school will be encouraged to enroll in classes with lower enrollments
18 consistent with each student's educational program to attempt to equalize enrollment
19 among sections.

20 14.4 Any member of the unit having a teaching load which is disproportionate to teaching
21 loads and responsibilities of other teachers of the same type or grade level, may request
22 that a standing committee investigate the situation and make recommendations to the
23 Superintendent in an attempt to resolve the problem. Such committee shall be composed
24 of three (3) members appointed by the Association and three (3) members appointed by
25 the Superintendent or designee.

26 14.5 The following procedures will apply when a pupil with exceptional needs is mainstreamed
27 into a regular instructional classroom:

- 1 (a) The regular classroom teacher will be provided the opportunity to discuss with the
2 principal and the appropriate Educational Specialist the reason for the placement,
3 the special needs of the pupil, and the proposed duration of the placement.

4 14.6 Class Size Limits

5 14.6.1 The District shall observe the following class-size limits based upon enrollment:

6 (a) Kindergarten - 33.

7 (b) Grades 1 through 6 - 32.

8 Elementary Physical Education and Elementary Music teachers: no more
9 than 32 students per teaching period, with a daily engagement cap of 185
10 students. Unit members who exceed the teaching period or daily cap
11 have the right to overages as defined in 14.6.3. Unit members may
12 request larger class sizes to accommodate instructional needs.

13 (c) Grades 7 through 12 - 165 per teaching day for classes other than
14 physical education, and 185 per teaching day in physical education
15 classes, provided, however, that physical education teachers and
16 coaches may request larger class sizes to accommodate coaching and
17 instructional needs, in which case the 185-pupil limit shall not apply.

18 (d) Special Education - The District will staff Special Education at:

19 ◦ RSP (Educational Specialist) caseload: 28:1

20 ◦ SDC caseloads: 15:1

21 ◦ SDC/SH (Moderate to Severe) caseloads: 12:1

22 ◦ CEP caseloads: 12:1

23 ◦ Pre K-1 SH (Mild/Moderate and Moderate/Severe) caseload:
24 10:1

25 ◦ Educational Specialist (Formerly RSP/SDC: Mixed caseload with
26 a minimum of 7) 22:1

27 ◦ SLP (Speech/Language) elementary and secondary caseload at 55

Alternative Programs

- Home and Hospital 5:1
- Independent Study program: 25:1

(e) The district will staff English Learner Development courses in which the majority of students enrolled are designated ELD at 25:1 at Middle and High School and the district will staff Newcomer Courses at 16:1 (1-10 is part of an ELD section and 11-16 is a Newcomer section).

- Class size reduction to assist with A-G implementation in 9th Grade Math 1, 10th-12th Grade Math 1, English 1P, and 9th Grade Science (Living Earth and Earth Science).
- 28:1 class size, includes all students enrolled in the class regardless of grade level.

The daily cap (see 14.6.1 (c)) for teachers assigned to these classes will be prorated based on the number of level 1 classes they teach. For example, a teacher with 2 sections of Math 1P and three sections of Math 4P shall have an adjusted daily cap of 155.

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

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

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

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

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and Music classes shall be specifically excluded from the above limits.

14.6.3 If the above limits are exceeded; the individual classroom teacher shall be compensated at the rate of \$15.00 per pupil per day in excess of the above limits.

If a teacher is voluntarily requesting a larger class size than the class size limits identified in Article 14.6, they must do so in writing by completing the Class Size Waiver form (Appendix J), thereby waiving provisions defined in Article 14.6.3.

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

1 ARTICLE 16: COMPENSATION:

2 16.1 Wage Adjustments

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

9 16.2 Fringe Benefit Insurance

10 16.2.1 The district contribution for the district sponsored medical plan is \$8,300 per full
11 time unit member per school year for 2021-2022, \$10,050 per full time unit member per
12 school year for 2022-2023 and \$11,800 per full time unit member for 2023-2024
13 (prorated for part time). There is no provision for the District to provide compensation
14 for separate vision benefits.

15 16.2.2 The cost of dental and life insurance will be negotiated on an annual basis.

16 16.2.2.1 For part-time employees, who are qualified and are enrolled in
17 the district's dental and/or life insurance programs, the District shall pay
18 the carrier a fractional amount equal to the fraction of hours worked to
19 full-time employment, only if the part-time employee contributes by
20 payroll deduction an amount equal to the balance.

21 16.2.3 Change in marital status and/or eligible dependents shall be reported to the
22 Human Resources Office on the appropriate forms in a timely manner.
23 Overpayment of benefit entitlements, as defined in Articles 16.2.2 and 16.2.2.1,
24 shall be the unit member's responsibility and shall be payable to the District within
25 thirty (30) days.

26 16.2.4 The Board shall not reduce the dollar support for dental and employee life
27 insurance coverage during the term of this Agreement.

1 16.2.5 Employee/Employer Health Benefit Programs Advisory Committee will hold
2 scheduled meetings when needed as agendized by the Advisory Committee for the
3 purpose outlined herein.

4 16.2.5.1 The purpose of the Employee/Employer Health Benefit Programs
5 Advisory Committee shall be to:

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

16 16.3 Salary Schedule Regulations

17 16.3.1 Placement on schedule of unit members new to the District shall be by Board
18 policy not subject to the terms of this Agreement. Placement of continuing unit
19 members shall be by professional growth year defined as beginning July 1 and
20 ending June 30. Only growth units earned prior to June 30 shall be used to meet
21 professional-growth requirements for placement on schedule for the following
22 school year.

23 16.3.1.1 A joint committee, consisting of at least two (2) SRTA and two (2) SRCS
24 representatives will be formed no later than September 15, 2021 to research and
25 create a process for determining unit member salary schedule placement for
26 continuing unit members employed prior to the Salary Placement Guidelines

1 adopted September 25, 2019. The committee shall provide their
2 recommendation to the Lead SRTA Negotiator and the Lead SRCS Negotiator no
3 later than December 17, 2021.

4 16.3.2 Unit members shall qualify for salary-schedule class advancement when the unit
5 member earns the applicable number of salary units and/or advanced degree in
6 accordance with the Professional Growth Guidelines. The unit member's salary
7 shall not be adjusted to reflect any class advancement until they have filed with
8 the Human Resources Office official transcripts or other acceptable
9 documentation that the salary units and/or degree were earned by June 30th for
10 advancement in the first semester. Such documentation must be received by
11 August 1st of the year of class advancement. Documents received after August 1st
12 will be held for advancement in the second semester window period. The second
13 semester window period will cover units and/or degrees earned by September
14 30th with all documentation due by December 1st. Salary schedule advancement
15 will begin with the second semester.

16 16.3.3 Any unit member who receives two (2) successive overall unsatisfactory
17 evaluations may, at the unit member's sole discretion, submit his or her most
18 recent evaluation to the Superintendent or the Superintendent's designee for final
19 review. The Superintendent shall not designate any person who participated in
20 the evaluation of the unit member as the reviewer.

21 16.3.4 Acceptable salary units must relate to the unit member's assignment and shall be
22 taken to improve skills and/or performance. If a unit member wishes to pursue a
23 program of studies that would lead to the development of expertise related to
24 areas normally required of positions with this District, a program of studies shall
25 be approved by the Professional Growth Committee prior to the beginning of the
26 study. All courses offered by schools or departments of education need not

1 require prior approval.

2 16.3.5 Members of the unit may qualify for step advancement only if they have been
3 employed by the District for 75% or more of the days schools are in session.

4 16.3.6 Unit members who do not have thirty (30) units beyond the Bachelor's degree
5 are placed at Class 1 Step 1. These unit members shall be held at Class 1 Step 1
6 until they have attained thirty (30) units beyond the Bachelor's degree following
7 the Salary Placement Guidelines.

8 16.3.7 During the month of September, the District will provide a general explanation to
9 unit members of general voluntary and involuntary deductions that are known to
10 the district at that time.

11 16.4 Retirement Incentive Programs

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

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15 16.4.1 Upon request, the District will allow a unit member to reduce his/her workload
16 from full-time to part-time duties subject to review and approval by the Board
17 pursuant to the following regulations:

18 (a) The unit member must have reached the age of 55 prior to reduction in
19 workload.

20 (b) The unit member must have been employed in the District full-time in a
21 position requiring certification for at least ten (10) years of which the
22 immediately preceding five (5) years were full-time employment. A leave
23 of absence is not a break in service as that term is defined by the State
24 Teachers' Retirement System.

25 (c) The option of part-time employment must be exercised at the request of
26 the unit member and can be revoked only with the mutual consent of the
27 District and the unit member.

1 (d) The unit member shall be paid a salary which is the pro rata share of
2 the salary the unit member would be earning had the unit member not
3 elected to exercise the option of part-time employment, but shall
4 retain all other rights and benefits for which the unit member makes
5 payments that would be required if remaining in full-time
6 employment. The unit member shall receive health benefits as
7 provided in the Government Code in the same manner as a full-time
8 employee, as well as other benefits that full time employees are
9 entitled to.

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

13 16.5 Upon request, the District will allow a unit member to retire early and continue to
14 participate in the District health benefit programs subject to review and approval by the
15 Board pursuant to the following regulations:

- 16 (a) The unit member must have reached the age of 55 prior to retirement.
- 17 (b) The unit member must have been employed in the Santa Rosa City Schools District
18 full-time in a position requiring certification for at least fifteen (15) cumulative
19 years. Regularly employed unit members working part-time must work enough
20 years to equal fifteen years at full-time service in order to qualify for retiree
21 benefits. For example, a unit member who worked 0.8 FTE would need to work
22 18.75 years to qualify for a District contribution for health benefits.
- 23 (c) The unit member must have retired from the District and be a participant in the
24 State Teachers' Retirement System.
- 25 (d) The unit member must have been enrolled for the five (5) years immediately prior
26 to retirement in the District's medical, dental and/or vision group, or alternative

1 applicable group benefit plan(s) sponsored by another employer.

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

4 The contribution paid by the District at the time of retirement shall remain
5 constant

6 thereafter until the unit member becomes eligible for Medicare, secures
7 employment elsewhere where insurance coverage is provided, reaches age 65, or
8 upon the death of the employee, whichever occurs first. At that time, the District
9 contributions toward health benefits shall cease.

10 Medical Plan

- 11 1. For those unit members submitting their retirement notice on or before June 30,
12 2013, and starting the District Retiree Medical Benefit plan on or before July 1,
13 2013, the District paid contribution will be equal to the single rate of the plan
14 selected by the unit member. The District will pay that amount until age 65, except
15 as noted above. The unit member will be responsible to pay for any increase in the
16 premiums each year thereafter.

- 17 2. For those unit members starting on the District Retiree Medical Benefit plan on or
18 after July 2, 2013, the constant contribution paid for by the District will be set at
19 the single rate of the plan selected by the unit member not to exceed \$866.07.
20 This maximum amount shall be adjusted annually by the average percentage
21 change in retiree benefit rates for all single retirement plans offered by the
22 District. The first annual adjustment shall be for retirements effective as of July 1,
23 2014. The adjustment will be calculated annually by the District to be effective July
24 1, and such calculation shall be shared with the Association. The maximum District
25 contribution will be effective for all retirees retiring in that plan year. The District
26 contribution shall remain constant and the unit member will be responsible to pay
27 any cost of the premium that exceeds the constant amount determined at

1 retirement.

- 2 3. For those unit members starting on the District Retiree Medical Benefit plan on or
3 after July 1, 2021, the constant contribution paid for by the District will be set at
4 the single rate of the CalPERS Kaiser plan for that calendar year, and following the
5 rate increases set by CalPERS annually. The maximum District contribution will be
6 effective for all retirees retiring in that plan year. The unit member shall be allowed
7 to choose from any available CalPERS plan. The District contribution shall remain
8 constant and the unit member will be responsible to pay any cost of the premium
9 that exceeds the constant amount determined at retirement.

10 Dental Plan

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

16 Vision Plan

- 17 1. The District will pay the percentage of the vision care premium for single coverage
18 according to the regular FTE of the unit member from retirement until age 65, the
19 unit member secures employment elsewhere and insurance coverage is provided,
20 or upon death, whichever occurs first. This is for employee only. Retiree is
21 responsible for dependent coverage.
- 22 2. A retired unit member receiving retiree health benefits who returns to District
23 employment shall waive the pro-rata position of his or her retiree health benefits
24 attributable to medical and vision coverage based on the percentage of a full-time
25 position worked. The portion of retiree health benefits waived shall be restored
26 upon leaving District service provided that the Unit member is still eligible for such
27 benefits. For example, a retired unit member who returns to teach one period a

1 day would be required to waive 20% of his or her retiree benefits attributable to
2 medical and vision coverage.

3 16.6 Extra-Duty Pay

4 16.6.1 Certain duties related to student activities and conducted on a regular basis after
5 regular working hours shall be assigned by the District. Except for coaching
6 positions, principals may appoint members of the unit to these extra-duty pay
7 positions approved by the District. Currently approved positions are listed on the
8 Extra-Duty Pay Schedule (Appendix G).

9 16.6.1.1 Extra-duty compensation shall be determined as a percentage of
10 \$44,609 adjusted annually, in those years of increase, by the same
11 percentage adjustment applied to the Certificated Salary Schedule.

12 16.6.2 Extra-duty coaching assignments shall be paid upon completion of the duty.
13 Other extra-duty assignments shall be paid in two (2) equal installments,
14 December and May of the school year in which the service is performed, in
15 accordance with the pay schedule for extra-duty assignments.

16 16.6.3 Elementary Lead Teacher Program.

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

23 16.6.3.1 Job duties of the Elementary Lead Teacher position are outlined in
24 (Appendix I).

25 16.6.3.2 The annual compensation for the Lead Teacher position will be 10% of
26 Class 1 Step 4 of the Certificated Salary Schedule for work before and
27 after the school day.

1 16.6.3.3 Although release days are not provided, if the site administrator feels
2 there are extenuating circumstances, they may request such time
3 through the Assistant Superintendent of Human Resources.

4 16.6.4 One unit member serving as Elementary Music Districtwide team leader and One
5 Elementary Physical Education Districtwide team leader shall receive an annual
6 stipend in the amount of \$1200 and will be reflected in the revised Appendix G.

7 16.6.5 Outdoor Education (Elementary)

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

11 16.6.6 Substituting During Regularly Scheduled Preparation Period

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

18 For any teacher volunteering to substitute, they will be paid at the extended day
19 rate per secondary class period..

20 One-half of the amount of the extended day rate shall apply to elementary 30-
21 minute class periods.

22 Payments will be made consistent with the supplemental payroll requirements
23 and monthly timelines.

24 16.7 Counselors' Pay

25 16.7.1 Elementary counselors' work year shall be one hundred ninety (190) days, and
26 elementary counselors shall be paid according to the SRTA Elementary Counselor
27 (190 Day) Salary Schedule.

1 16.7.2 Secondary counselors' work year shall be one hundred ninety-five (195) days,
 2 and secondary counselors shall be paid according to the SRTA Secondary
 3 Counselor (195 Day) Salary Schedule.

4 16.7.3 The average Site counselor: pupil ratio is 1:500. Special Day Class students at the
 5 secondary level will be included in the counselors' ratio.

6 **16.8 Department Chairpersons' Pay**

7 16.8.1 Department Chairperson positions will be considered voluntary. The site members
 8 may opt to recommend to the principal a unit member to serve as Department
 9 Chair by a vote of the Department members. The school Principal will make the
 10 final selection.

11 16.8.2 Members of the unit who are appointed to serve as department chairpersons shall
 12 receive compensation in addition to their regular teacher's salary.

13 16.8.3 Compensation shall be determined as a percent of Class I, Step 4, of the
 14 Certificated Salary Schedule in accordance with the following schedule:

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

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 21 **16.9 Psychologists' Pay / Speech and Language Pathologist's and Nurses' Pay:** Salaries for
 22 School Psychologists, Speech-Language Pathologists, and School Nurses shall be
 23 established based on the SRTA School Psychologists, Speech-Language Pathologists, and
 24 School Nurse Salary Schedule.

25 16.9.1 The work year of School Psychologist, Speech-Language Pathologist, and School
 26 Nurse shall be 195 days, at the level 2 position the work year is 200 days.

27 16.9.2 The work year of these unit members shall be the same as defined in Article 6.1.

1 16.9.3 For initial salary placement, one (1) year of credentialed or private practice
2 experience shall equate to one (1) step.

3 16.9.4 The School Psychologist, Speech-Language Pathologist, and School Nurse shall
4 increase at the same rate negotiated on the certificated salary schedule.

5 16.9.5 School Psychologists at Level 2 agree to serve as LEA Representatives at IEPs, at
6 the district's discretion.

7 16.9.10 Nurses working to clear the School Nurse Credential will receive \$6,000 or the
8 equivalent to the amount the District pays for new teachers working to clear their
9 credential through BTSA, for the purpose of tuition reimbursement.

10 16.10 Library Media Teachers' Pay

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

18 16.11 Teacher Travel

19 16.11.1 Members of the unit who are authorized to use their automobiles in the
20 performance of their duties or for out-of-district approved conferences shall be
21 reimbursed for actual mileage traveled, exclusive of home-to-school travel, and
22 the approved rate per mile shall be the approved Internal Revenue Service rate
23 in effect at the time of the trip.

24 16.11.2 Classroom teachers who are required to travel between schools on a regular
25 daily schedule will be compensated at the Certificated Extended-Day rate on the
26 basis of thirty (30) minutes for each one-way trip. The purpose of such pay is to
27 compensate for loss of time for rest breaks, or preparation period.

1 16.11.3 Home and Hospital teacher's mileage shall be computed using the Home and
2 Hospital Office as a daily starting point.

3 16.12 Recess/Brunch Assigned Duties

4 Elementary teachers who are assigned morning and afternoon recess duty, and middle
5 school and Ridgway High School teachers, who are assigned nutrition break duty, will be
6 compensated at the rate of \$10.00 per twenty (20) minutes. Before and after school
7 assigned supervision duties within the contract day are not compensated.

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

16 16.12.1 Human Resources will request that elementary and middle school principals
17 establish the duty schedules and, at that time, poll which teachers would be
18 interested in doing paid brunch duty on an ongoing basis with the understanding
19 that if those teachers who step forward are absent, the duty would revert back to
20 the teacher assigned on the master duty schedule.

21 16.13 Authorized district extended day pay, as well as authorized summer school pay (Grades K-
22 12) shall be calculated as .0007975 of Class 1, Step 4 of the base Certificated Salary
23 Schedule and, in those years of increase, increase by the same percentage as the
24 adjustment applied to the Certificated Salary Schedule.

25 16.13.1 Any unit member who successfully completed the National Board for
26 Professional Teaching Standards Certification Program (NBPTS) shall receive for
27 the period of time certified with NBPTS an additional annual salary payment of

1 \$2,500 and, subject to the approval of the State Teachers Retirement System as
2 defined in the Employer Directive 00-01 of March 3, 2000, page 2, which states:

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

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

9 16.13.2 Certificated Extended-day pay rate shall be used for voluntary committee
10 meetings, training, professional development, and other meetings held beyond
11 the contract day that are attended by a unit member.

12 16.13.3 For unit members who have completed certification and while they are certified
13 by the American Speech-Language-Hearing Association, or the National
14 Association of School Psychologists, they will receive an additional \$2,500 annually
15 on their salary.

16 16.13.3.1 School Psychologists who are currently in a Tier 1 status at the time of
17 the ratification of this CBA and anyone who is subsequently hired may choose to
18 move to the Tier 2 level, provided that:

- 19 1. Become a member and maintain their membership in the National Association
20 of School Psychologists (NASP) at their own expense, and
21 2. Continue to maintain their Continuing Professional Development (CPD) units
22 and hours as if they were certified as a Nationally Certified School Psychologist.

23 Failure to show evidence of continuation with one (1) and two (2) above will result
24 in the unit member being placed at Tier 1 on the salary schedule until such time
25 they show evidence of the appropriate hours or re-certification.

26 Employees may choose not to participate in the requirements outlined in this

1 agreement for Tier 2 status and will return to Tier 1 status.

2 16.14 On occasion, a full-time (1.00 FTE) secondary classroom teacher may volunteer to assume
3 an additional instructional period on the master schedule for which the students are
4 assigned to the unit member, and the procedure for payment is stipulated in Article
5 16.14.1.

6 16.14.1 If the Superintendent recommends and the unit member accepts and the Board
7 approves a semester or a full year regular scheduled teaching assignment (“zero”
8 period, 7th period or during regular scheduled prep period), the unit member will
9 receive a supplementary stipend of 0.2 FTE their base salary for the
10 semester/school year that they have been assigned.

11 16.14.2 Both parties agree that the extra-duty assignment is temporary and not subject
12 to the assignment/transfer articles (Articles 13 – 13.2.7) of the collective
13 bargaining agreement.

14 16.15 Unit members will receive three (3) days of release time for packing and unpacking for an
15 involuntary transfer from one classroom to another on the same school site, or to another
16 school site. If the transfer is made during the non-work year, unit members will receive
17 eighteen (18) hours-paid time, paid at the extended day rate. Physical moving of
18 materials in both voluntary and involuntary transfers shall be done by appropriate staff.
19 Voluntary transfers made at the request or preference of the unit member will not be
20 compensated.

21 16.16 Unit members who have earned a MA/MS shall receive an annual stipend of \$1200. **Unit**
22 members who have earned a Ph.D. or Ed. D shall receive an additional annual stipend
23 \$1200.

24 16.17 Unit members who have earned a BCLAD/Bilingual Authorization shall receive an annual
25 stipend of \$1200.

1 ARTICLE 17: UNIT MEMBER DISCIPLINE

2 17.1 General Provisions:

3 17.1.1 No unit member shall be disciplined without just cause, due process, and the
4 utilization of the principles of progressive discipline. The levels of progressive
5 discipline may be skipped when the nature of the offense or the possible
6 consequences of repetition require immediate action by the District. Grounds
7 for disciplinary action shall be those listed in Education Code Section 44932 and
8 44933. Discipline shall follow the procedures outlined in 17.2.

9 17.1.2 The progressive discipline procedure will begin within 15 school days after an
10 administrator obtains knowledge of the alleged violation giving rise to the
11 discipline.

12 17.1.3 Unit members are entitled to representation by a Santa Rosa Teachers
13 Association representative or an individual of their choosing at each step of the
14 progressive discipline procedure.

15 17.1.4 Parent/guardian or student complaints will be investigated by the District and if
16 warranted, the levels of progressive discipline outlined in 17.2 shall be followed.

17 17.1.5 All information and or proceedings regarding any actual or proposed disciplinary
18 action shall be kept confidential by the District to the extent permitted by law.

19 17.1.6 Only procedural violations of this article will be subject to the grievance process.

20 17.1.7 In the event of a suspension or paid or unpaid administrative leave, the District
21 will investigate a complaint against a unit member. The District will
22 communicate in writing with the unit member on a monthly basis during the
23 course of the investigation.

24 17.2 Levels of Progressive Discipline:

1 17.2.1 Informal Level: Subject to 17.1.1, after completing a thorough investigation, as
2 determined by the District, if warranted, the administrator will issue an informal
3 oral warning within 5 working days to the unit member which indicates the
4 nature of the problem or violation and the consequences of further violations. A
5 written post conference memorandum will be provided to the unit member and
6 will not be placed in the unit member's personnel file. The District will keep
7 confidential and then destroy any record of the verbal warning after 36 months
8 provided there has been no repetition of a similar kind of violation.

9 17.2.2 Written Warning: Subject to 17.1.1, if the same or similar violation occurs, the
10 unit member will receive a written warning. This written warning will not be
11 placed in the unit member's personnel file except as it pertains to Articles 9.3
12 and 9.4 of the negotiated contract.

13 17.2.3 Written Reprimand: Subject to 17.1.1, if the same or similar (third) violation
14 occurs, the unit member will receive a written reprimand. Documentation from
15 17.2.1 and 17.2.2 will be attached to the written reprimand. The unit member
16 will sign the written reprimand to acknowledge receipt and a copy shall be
17 placed in the unit member's personnel file. The unit member may attach a
18 rebuttal statement that will be permanently attached to the reprimand. Written
19 reprimands will conform to the provisions of the Education Code 44031.

20 17.2.4 Suspension and hearing procedures will follow Education Codes 44932 – 44948.3,
21 as well as other applicable statutes excepting the following:

22 17.2.4.1 A written notice of the proposed suspension will be provided to the unit
23 member in person or by registered mail to the last known address at
24 least 15 working days prior to the date when the suspension may be
25 imposed.

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17.2.4.2 The written notice must include the specific acts or omissions upon which the action is based and the proposed penalty, as well as the opportunity for unit member to request a hearing provided a written request has been made to the Superintendent or his/her designee within 10 working days after receipt of the suspension notification.

1 ARTICLE 18: MISCELLANEOUS PROVISIONS

2 18.1 Savings Provision

3 19.1.1 If any provisions of this Agreement are held to be contrary to law by a court of competent
4 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
5 permitted by law, but all other provisions will continue in full force and effect.

6 18.2 Concerted Activities

7 18.2.1 The District and the Association agree that there will be no strike, lockout, work-stoppage,
8 slowdown, withholding of services in whole or in part, or other interference with the
9 operations of the District by the Association or by its officers, agents, or members during
10 the term of this Agreement.

11 18.2.2 The Association and the District recognize the duty and obligation of their representatives
12 to comply with the provisions of this Agreement and to make every effort toward inducing
13 all employees to do so. In the event of a strike, work-stoppage, slow-down, withholding
14 of services in whole or in part, or other interference with the operations of the District by
15 employees who are represented by the Association, the Association agrees to advise and
16 direct those employees to cease such action.

17 18.2.3 In the event the parties reach an impasse in their negotiations over the reopened terms
18 of this Agreement, Sections 18.2.1 and 18.2.2 shall not apply upon completion of the
19 mandatory impasse procedures of the Rodda Act. Further, Article 4 (Grievance
20 Procedure) shall not apply to grievances arising from any concerted activity in which the
21 Association or unit members may engage.

22 18.3 Non-Discrimination

23 The District shall not discriminate against any unit member on the basis of race, sex, color, creed,
24 national origin, age, marital status, or physical handicap. Alleged violations of this section shall not
25 be subject to arbitration provisions of Article 4. If the grievant is not satisfied with the decision at
26 Level III of the grievance procedure, the grievant may appeal the decision to the Board of Education
27 or the appropriate State or federal agency.

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SANTA ROSA TEACHERS ASSOCIATION



Kathryn Howell, Chief Negotiator



William Lyon, President

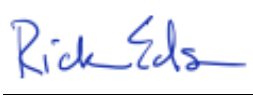
Dated: May 20, 2021

Board Approved: June 23, 2021

SANTA ROSA CITY SCHOOLS



Anna Trunnell, Assistant Superintendent Human Resources



Rick Edson, Deputy Superintendent, Business Services

Dated: May 20, 2021

Ratified by SRTA: June 3, 2021

APPENDIX

1			
2			
3	2021-2022	SRTA Certificated Contract Salary Schedule.....	Appendix A
4	2021-2022	Certificated Psychologist - Speech Language Pathologist - Nurse	
5		Salary Schedule.....	Appendix B
6	2021-2022	Certificated Agriculture Teacher Contract Salary Schedule.....	Appendix C
7	2021-2022	Elementary Counselor (190 Day) Salary Schedule.....	Appendix D-1
8	2021-2022	Secondary Counselor (195 Day) Salary Schedule.....	Appendix D-2
9	2021-2022	Certificated Extended-Day Hourly Salary Schedule.....	Appendix E
10	2021-2022	Certificated Department Chairperson Index	Appendix F
11	2021-2022	Certificated Extra Duty Title and Classes.....	Appendix G
12		Department Chair/Team Leader Job Description	Appendix H
13		Elementary Lead Teacher Program.....	Appendix I
14			
15		Class Size Waiver Form.....	Appendix J
16		SRTA 98-9#21 MOU (April 16, 1999) addresses Article 6.3.2 Preparation	
17		Period (Article 6.4.2 Preparation Period).....	Appendix K
18	2019-2020	Unit Member Evaluation Matrix	Appendix L

SANTA ROSA CITY SCHOOLS
SRTA CERTIFICATED CONTRACT SALARY SCHEDULE - 2021-2022
EFFECTIVE JULY 1, 2021

STEP	CLASS 0	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	BA/BS	BA/BS + 30	BA/BS+30+M A/MS	BA/BS + 45	BA/BS+ 45+MA/MS	BA/BS + 60	BA/BS+60+M A/MS	BA/BS + 75	BA/BS+75+M A/MS
1	55,266	63,858	65,058	64,477	65,677	65,528	66,728	66,924	68,124
2	56,285	64,477	65,677	65,528	66,728	66,924	68,124	68,597	69,797
3	57,306	65,082	66,282	66,591	67,791	68,322	69,522	70,264	71,464
4	58,316	65,696	66,896	67,654	68,854	69,724	70,924	71,939	73,139
5	59,333	66,299	67,499	68,704	69,904	71,116	72,316	73,606	74,806
6		68,570	69,770	70,963	72,163	73,356	74,556	75,856	77,056
7		70,735	71,935	73,175	74,375	75,593	76,793	78,095	79,295
8		73,053	74,253	75,382	76,582	77,813	79,013	80,335	81,535
9		75,268	76,468	77,687	78,887	80,105	81,305	82,596	83,796
10		77,509	78,709	79,934	81,134	82,311	83,511	84,734	85,934
11		79,770	80,970	82,164	83,364	84,547	85,747	87,008	88,208
12				84,421	85,621	86,873	88,073	89,375	90,575
13				86,637	87,837	89,025	90,225	91,514	92,714
14						91,301	92,501	93,831	95,031
*16						93,553	94,753	96,171	97,371
*19						95,785	96,985	98,466	99,666
*22						98,044	99,244	100,802	102,002
*25						100,285	101,485	103,111	104,311

*Career Increments at Steps 16, 19, 22 & 25

Classes II, IV, VI, and VIII include \$1200 for M.A./M.S.
 Additional \$1200 for Ph.D. or Ed.D.
 BCLAD/Bilingual Authorization include \$1200

For unit members who have completed certification and while they are certified by the National Board for Professional Teaching Standards (NBPTS) or American Speech-Language-Hearing Association, they will receive an additional \$2,500 annually on their salary, as defined in Article 16.14.1 of the collective bargaining agreement.

Board approved: June 23, 2021

Total work days: 185

RJ/HR

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

SANTA ROSA CITY SCHOOLS
CERTIFICATED PSYCHOLOGIST - SPEECH LANGUAGE PATHOLOGIST - NURSE - 2021-2022
EFFECTIVE JULY 1-2021

STEP	Intern/SLPA	Level 1	Level 2
1	61,671	86,943	98,019
2	62,809	92,226	103,302
3	63,945	97,509	108,585
4	65,074	100,482	111,558
5	66,210	103,454	114,530
6	67,346	106,429	117,504
7		109,401	120,476
8		112,373	123,449
Credential License Certification			
	PPS Intern Credential or Speech Language Pathologist Assistant	Psychologist: Credential Speech Language Pathologist: Credential Nurse: Initial Credential	Psychologist: National Certification Speech Language Pathologist: National Certification and State License School Nurse: Clear Credential

Board approved: June 23, 2021

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

Total work days: 195

Level 2 Total work days: 200

RJ/HR

SANTA ROSA CITY SCHOOLS
CERTIFICATED AGRICULTURE TEACHER CONTRACT SALARY SCHEDULE - 2021-2022
EFFECTIVE JULY 1, 2021

STEP	CLASS 0	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	BA/BS	BA/BS + 30	BA/BS+30 +MA/MS	BA/BS + 45	BA/BS+45+M A/MS	BA/BS + 60	BA/BS+ 60+MA/MS	BA/BS + 75	BA/BS +75+MA/MS
1	66,201	76,496	77,696	77,233	78,433	78,492	79,692	80,164	81,364
2	67,422	77,233	78,433	78,492	79,692	80,164	81,364	82,169	83,369
3	68,640	77,960	79,160	79,767	80,967	81,840	83,040	84,166	85,366
4	69,855	78,690	79,890	81,038	82,238	83,517	84,717	86,170	87,370
5	71,074	79,417	80,617	82,296	83,496	85,187	86,387	88,169	89,369
6		82,137	83,337	85,004	86,204	87,874	89,074	90,858	92,058
7		84,730	85,930	87,652	88,852	90,548	91,748	93,545	94,745
8		87,505	88,705	90,297	91,497	93,209	94,409	96,228	97,428
9		90,160	91,360	93,058	94,258	95,953	97,153	98,935	100,135
10		92,844	94,044	95,748	96,948	98,592	99,792	101,498	102,698
11		95,551	96,751	98,417	99,617	101,277	102,477	104,220	105,420
12				101,123	102,323	104,061	105,261	107,055	108,255
13				103,776	104,976	106,637	107,837	109,619	110,819
14						109,367	110,567	112,394	113,594
*16						112,061	113,261	115,200	116,400
*19						114,736	115,936	117,947	119,147
*22						117,443	118,643	120,744	121,944
*25						120,126	121,326	123,513	124,713

*Career Increments at Steps 16, 19, 22 & 25

Classes II, IV, VI, and VIII include \$1200 for M.A./M.S.
 Additional \$1200 for Ph.D. or Ed.D.
 BCLAD/Bilingual Authorization include \$1200

For unit members who have completed certification and while they are certified by the National Board for Professional Teaching Standards (NBPTS) or American Speech-Language-Hearing Association, they will receive an additional \$2,500 annually on their salary, as defined in Article 16.14.1 of the collective bargaining agreement.

The Certificated Agriculture Salary Schedule reflects an increase of 20% over the SRTA Certificated Salary Schedule for a work year 20% greater than classroom teachers work year.

Board approved: June 23, 2021

Total work days: 221.5

RJ/HR

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

**SANTA ROSA CITY SCHOOLS
ELEMENTARY COUNSELOR SALARY SCHEDULE - 2021-2022
EFFECTIVE JULY 1, 2021**

STEP	CLASS 0	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	BA/BS	BA/BS + 30	BA/BS+30+M A/MS	BA/BS + 45	BA/BS+ 45+MA/MS	BA/BS + 60	BA/BS+60+M A/MS	BA/BS + 75	BA/BS+75+M A/MS
1	59,687	68,967	70,167	69,636	70,836	70,770	71,970	72,276	73,476
2	60,788	69,636	70,836	70,770	71,970	72,276	73,476	74,085	75,285
3	61,889	70,288	71,488	71,918	73,118	73,787	74,987	75,887	77,087
4	62,982	70,951	72,151	73,066	74,266	75,303	76,503	77,694	78,894
5	64,080	71,603	72,803	74,201	75,401	76,806	78,006	79,495	80,695
6		74,056	75,256	76,641	77,841	79,224	80,424	81,924	83,124
7		76,394	77,594	79,029	80,229	81,640	82,840	84,343	85,543
8		78,896	80,096	81,413	82,613	84,038	85,238	86,761	87,961
9		81,289	82,489	83,902	85,102	86,514	87,714	89,203	90,403
10		83,710	84,910	86,328	87,528	88,896	90,096	91,512	92,712
11		86,151	87,351	88,736	89,936	91,310	92,510	93,969	95,169
12				91,176	92,376	93,822	95,022	96,524	97,724
13				93,568	94,768	96,147	97,347	98,836	100,036
14						98,606	99,806	101,338	102,538
*16						101,037	102,237	103,864	105,064
*19						103,448	104,648	106,342	107,542
*22						105,888	107,088	108,865	110,065
*25						108,307	109,507	111,361	112,561

*Career Increments at Steps 16, 19, 22 & 25

Classes II, IV, VI, and VIII include \$1200 for M.A./M.S.
Additional \$1200 for Ph.D. or Ed.D.
BCLAD/Bilingual Authorization include \$1200

For unit members who have completed certification and while they are certified by the National Board for Professional Teaching Standards (NBPTS) or American Speech-Language-Hearing Association, they will receive an additional \$2,500 annually on their salary, as defined in Article 16.14.1 of the collective bargaining agreement.

Board approved: June 23, 2021

Total work days: 190

RJ/HR

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

SANTA ROSA CITY SCHOOLS
SECONDARY COUNSELOR SALARY SCHEDULE - 2021-2022
EFFECTIVE JULY 1, 2021
(Secondary Counselor Index 1.107% Applied)

STEP	CLASS 0	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	BA/BS	BA/BS + 30	BA/BS+30+M A/MS	BA/BS + 45	BA/BS+ 45+MA/MS	BA/BS + 60	BA/BS+60+M A/MS	BA/BS + 75	BA/BS+75+M A/MS
1	61,180	70,692	71,892	71,376	72,576	72,539	73,739	74,084	75,284
2	62,308	71,376	72,576	72,539	73,739	74,084	75,284	75,937	77,137
3	63,437	72,045	73,245	73,717	74,917	75,633	76,833	77,783	78,983
4	64,557	72,725	73,925	74,893	76,093	77,185	78,385	79,636	80,836
5	65,683	73,392	74,592	76,056	77,256	78,726	79,926	81,482	82,682
6		75,908	77,108	78,555	79,755	81,205	82,405	83,973	85,173
7		78,303	79,503	81,005	82,205	83,681	84,881	86,451	87,651
8		80,869	82,069	83,448	84,648	86,138	87,338	88,931	90,131
9		83,321	84,521	86,000	87,200	88,677	89,877	91,432	92,632
10		85,803	87,003	88,487	89,687	91,118	92,318	93,799	94,999
11		88,304	89,504	90,955	92,155	93,593	94,793	96,319	97,519
12				93,455	94,655	96,167	97,367	98,937	100,137
13				95,908	97,108	98,551	99,751	101,306	102,506
14						101,071	102,271	103,871	105,071
*16						103,563	104,763	106,462	107,662
*19						106,035	107,235	109,002	110,202
*22						108,534	109,734	111,589	112,789
*25						111,016	112,216	114,145	115,345

*Career Increments at Steps 16, 19, 22 & 25

Classes II, IV, VI, and VIII include \$1200 for M.A./M.S.
Additional \$1200 for Ph.D. or Ed.D.
BCLAD/Bilingual Authorization include \$1200

For unit members who have completed certification and while they are certified by the National Board for Professional Teaching Standards (NBPTS) or American Speech-Language-Hearing Association, they will receive an additional \$2,500 annually on their salary, as defined in Article 16.14.1 of the collective bargaining agreement.

Board approved: June 23, 2021

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

Total work days: 195

RJ/HR

SANTA ROSA CITY SCHOOL DISTRICTS

CERTIFICATED EXTENDED-DAY HOURLY SALARY SCHEDULE – 2021-2022
EFFECTIVE JULY 1, 2021

Area	Hourly Rate	Contract Language
1. Substitute Teaching During His or Her Preparation Period for Contract Unit Members and Miscellaneous Salary Schedule Employees: Elementary (\$20.00 for 30-minute class period) Secondary Senior High Block/2 Periods	 \$40.00 \$40.00 \$80.00	 Article 16.6.6 of SRTA Contract
2. Elementary Lead Teacher Program (The following annual stipend is paid in two supplemental pay periods and is calculated at 10% if Class 1, Step 4 of the Certificated Salary Schedule):	\$6569.60 (\$3284.80 each semester)	Article 16.6.3.2 of SRTA Contract
3. Certificated Extended-Day Pay (Calculated as .0007975 of Class 1, Step 4 of the Certificated Salary Schedule)	\$52.39	Article 16.13 of SRTA Contract
4. Summer School Hourly Pay (Grades K – 12) (Calculated as .0007975 of Class 1, Step 4 of the Certificated Salary Schedule)	\$52.39	Article 16.13 of SRTA Contract
5. BCLAD/Bilingual Authorization	\$1200	Article 16.17 of SRTA Contract
6. Elementary Music Districtwide Team Leader	\$1200	Article 16.6.4 of SRTA Contract
7. Elementary Physical Education Districtwide Team Leader	\$1200	Article 16.6.4 of SRTA Contract

Board Approved:

Effective Date: July 1, 2021

**SANTA ROSA CITY SCHOOLS
CERTIFICATED DEPARTMENT CHAIRPERSON INDEX - 2021-2022
EFFECTIVE JULY 1, 2021**

BASE AMOUNT: \$65,696 (Class I, Step 4 of the SRTA Salary Schedule)

# of Sections	Step 1	Step 2	Step 3
1 - 9	\$3,284.00 5.00%	\$3,481.00 5.30%	\$3,745.00 5.70%
10 - 24	\$4,008.00 6.10%	\$4,270.00 6.50%	\$4,533.00 6.90%
25 - 39	\$4,797.00 7.30%	\$5,059.00 7.70%	\$5,322.00 8.10%
40 +	\$5,585.00 8.50%	\$5,847.00 8.90%	\$6,175.00 9.40%

Board approved: June 23, 2021

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

RJ/HR

**SANTA ROSA CITY SCHOOL DISTRICTS
 CERTIFICATED EXTRA DUTY TITLE AND CLASSES - 2021-2022
 EFFECTIVE JULY 1, 2021**

Class 1, Step 4 Based on percentage of: \$65,696 per SRTA Contract Article 16.6.1.1

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10
1st Year	2.10%	3.20%	4.30%	5.40%	6.50%	7.60%	8.70%	9.80%	10.90%	12.00%
	1,379.62	2,102.27	2,824.93	3,547.58	4,270.24	4,992.90	5,715.55	6,438.21	7,160.86	7,883.52
2nd Year	2.30%	3.45%	4.60%	5.75%	6.90%	8.05%	9.20%	10.35%	11.50%	12.65%
	1,511.01	2,266.51	3,022.02	3,777.52	4,533.02	5,288.53	6,044.03	6,799.54	7,555.04	8,310.54
3rd Year	2.50%	3.70%	4.90%	6.10%	7.30%	8.50%	9.70%	10.90%	12.10%	13.30%
	1,642.40	2,430.75	3,219.10	4,007.46	4,795.81	5,584.16	6,372.51	7,160.86	7,949.22	8,737.57

Duty No.	Miscellaneous	Middle Schools	Sr. High Schools
		Class	Class
2	Academic Awards	3	4
3	Academic Decathlon Coach		5
4	Athletic Director	6	10
6	Audio-Visual Director	3	
8	Band	4	6
10	Cheerleader Sponsor	4	4
12	Winter & Spring Programs		
	a. Dance		3
	b. Chorus	4	6
16	Drill & Flag Team or JV Cheerleader	1	2
20	Intramural Activities	3	
22	Orchestra	1	1
24	Performing Arts Coordinator		4
26	School Newspaper	1	3
28	School Plays	5	6
30	School Yearbook	5	3
32	Speech and Debate		5
34	Stage and Lighting	1	2
35	Culinary		5
36	Student Activities Director	8	8
37	WASC Coordination, Full Review		10
38	WASC Coordination, Mid-Cycle Review		6
39	WASC Coordination, Non-Review		2

Duty No.	Sports Programs	Middle Schools	Sr. High Schools
		Class	Class
40	Badminton, Head Coach, Women		5
40a	Badminton, Assistant Coach		4
42	Baseball, Hd Coach, Jr. Varsity, Men		5
44	Baseball, Head Coach, Varsity, Men		6
46	Basketball, 7th Grade, Men	4	
47	Basketball, 8th Grade, Men	4	
48	Basketball, 7th Grade, Women	4	
49	Basketball, 8th Grade, Women	4	
52	Basketball, Hd Coach, Frosh, Men		6
53	Basketball, Hd Coach, Jr. Varsity, Men		6
54	Basketball, Hd Coach, Frosh, Women		6
55	Basketball, Hd Coach, Jr. Varsity, Women		6
56	Basketball, Hd Coach, Varsity, Men		7
57	Basketball, Hd Coach, Varsity, Women		7
58	Cross Country, Hd Coach, Men/Women	4	4
59	Cross Country, Assistant Coaches	3	3
60	Football, Assistant Coaches		5
62	Football, Head Coach, Junior Varsity		6
64	Football, Head Coach, Varsity		8
66	Golf, Head Coach, Men		4
67	Golf, Head Coach, Women		4
71	Ridgway Sports Program, Men/Women		4
72	Soccer, Hd Coach, Jr. Varsity, Men		5
73	Soccer, Hd Coach, Jr. Varsity, Women		5
74	Soccer, Head Coach, Men		6
75	Soccer, Head Coach, Women		6
75a	Soccer, Assistant Coach (after 40 players)		5
76	Softball, Hd Coach, Jr. Varsity, Women		5
78	Softball, Head Coach, Varsity, Women		6
79	Swimming, Diving Coach		7
80	Swimming, Head Coach		7
81	Swimming, Assistant Coaches		6
82	Tennis, Head Coach, Men		5
84	Tennis, Head Coach, Women		5
86	Track, Assistant Coaches	4	6
88	Track, Head Coach, Men	5	7
90	Track, Head Coach, Women	5	7
91	Volleyball, Hd Coach, 7th Grade, Women	4	
92	Volleyball, Hd Coach, Jr. Varsity, Women		5
93	Volleyball, Hd Coach, 8th Grade, Women	4	
94	Volleyball, Hd Coach, Varsity, Women	4	6
96	Wrestling, Assistant Coaches, Men	4	5
98	Wrestling, Head Coach, Men	5	7

Board approved: June 23, 2021

6.5% Increase (Removed .5405 % increase for COVID-19 One Year Only)

Effective Date: July 1, 2021

RJ/HR

Santa Rosa City Schools

DEPARTMENT CHAIR/TEAM LEADER

PRIMARY FUNCTION

A Department Chair/Team Leader who is selected by the principal* annually will provide active support and professional leadership on behalf of the Board, district and site by carrying out the duties and responsibilities below.

DIRECTLY RESPONSIBLE TO

Middle School/Senior High School Principals

MAJOR DUTIES AND RESPONSIBILITIES

1. Act as a liaison between:
 - the school administration and the department/team by attending monthly or bi-monthly Principal's Advisory Committee/School Governance/School Leadership meetings;
 - the department/team and school review programs (i.e. WASC, PQR, CCR, etc.) as well as other appropriate committees/events where the department/team's perspective is needed;
 - the school and the district by attending quarterly district-wide subject area Steering Committee meetings and, with mutual agreement, other meetings as may be deemed necessary by principal.
2. Organize and conduct monthly department/team meetings (including a written report following the meeting to be submitted to the principal and all of the department members).
3. Coordinate the development, renewal and implementation of curriculum, particularly with regard to standards, assessment and accountability, to ensure its rigor, relevance and importance. This coordination will require both vertical and horizontal articulation.
4. Disseminate all information from site and district meetings relevant to the team/department's subject area(s).
5. Advise in the development of the department/team's schedule as part of the school's master schedule.
6. Coordinate requests for instructional texts, materials, supplies, equipment and other resources for adoption and/or purchase.
7. Prepare and monitor department/team budget as well as approve expenditures.
8. Assist in the interview of department/team staff and assist new department/team members (including long-term substitutes) once hired.
9. Identify, promote and participate in professional growth.
10. Participate in up to four (4) required inservice activity days each school year, as determined by the Assistant Superintendent of Curriculum and Instruction (7-12).

* At a specific school, the department members may opt to recommend to the principal a unit member to serve as Department Chair/Team Leader with the understanding that the final decision on the Department Chair/Team Leader position rests with the principal.

ELEMENTARY LEAD TEACHER**PRIMARY FUNCTION**

The Elementary Lead Teacher, who is selected by the principal* annually, will provide active support and professional leadership on behalf of the Board, district and site by carrying out the duties and responsibilities below.

DIRECTLY RESPONSIBLE TO

Elementary Principals

MAJOR DUTIES AND RESPONSIBILITIES

1. Act as a liaison between: the school administration and the school faculty by attending monthly or twice monthly Principal's Advisory Committee/School Governance/School Leadership meetings outside of the regular staff meeting.
2. In the absence of the Principal, coordinate with school staff with regard to emergencies. The Lead Teacher will decide when to contact administrative support.
3. In the absence of the principal, handle student discipline, and supervise students as needed.
4. Oversee the development of the Adjunct Duty schedule, Prep Schedule and Yard Duty Schedule, and the School's Emergency Preparedness Plan.
5. Assist in the interview of staff and assist new staff members (including long-term substitutes) once hired.
6. Identify, promote and participate in professional growth. Participate in up to four (4) required inservice activity days each school year, as determined by the Assistant Superintendent of Curriculum and Instruction (K-6).
7. Other duties as assigned.

Job Duties ELEMENTARY LEAD TEACHER (3)

* At a specific school, the staff members may opt to recommend to the principal a unit member to serve as Elementary Lead Teacher with the understanding that the final decision on the Elementary Lead Teacher position rests with the principal.

SANTA ROSA CITY SCHOOLS
CLASS SIZE WAIVER

Name of Unit Member	Subject	School
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1. The Class Size Limits for unit members are: (See full list of Class Size Limits Article 14.6.1)
 - a. Grades 7 through 12 165 students per teaching day
 - b. Grades 7 through 12 185 students per teaching day in physical education classes*

*Provided, however, that physical education teachers and coaches may request larger class sizes to accommodate coaching and instructional needs, in which case the 185-pupil limit shall not apply.

Specifically excluded from the above limits are band, typing, music and study hall.

Revised Contract Article relating to Class Size Limits ...

2. Article 14.6.3 of the collective bargaining agreement provides:
 - a. If the above limits are exceeded; the individual classroom teacher shall be compensated at the rate of \$15.00 per pupil per day in excess of the above limits.
 - b. **If a teacher is voluntarily requesting a larger class size than the class size limits identified in Article 14.6, they must do so in writing by completing the Class Size Waiver form (Appendix J), thereby waiving provisions defined in Article 14.6.3.**

Voluntary Request to Exceed Class Size Limits (Article 14.6.1)...

3. I am **VOLUNTARILY** requesting for the _____ school year to exceed the appropriate class size limit (Article 14.6.1) and forfeit the class size penalty compensation (Article 14.6.3).

It is understood this waiver must be voluntary and the sole decision of the unit member.

 Unit Member Signature

 Date

 Administrator Signature

 Date

Cc: Assistant Superintendent, Human Resources
 Assistant Superintendent, Human Resources, will send a copy to the SRTA President

MEMORANDUM OF UNDERSTANDING

April 16, 1999

The Santa Rosa Teachers Association (Association) and the Santa Rosa City School Districts (District), having met and negotiated and agree:

6.3.2 Preparation Period

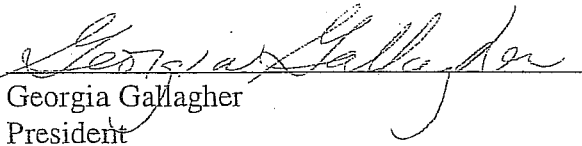
It is understood that Kindergarten teachers have two (2) hours of unassigned periods, and the contract will be modified accordingly. This change cannot affect any additional personnel costs to the District.

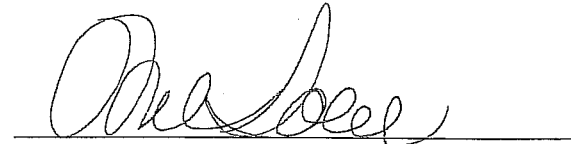
SANTA ROSA TEACHERS ASSOCIATION

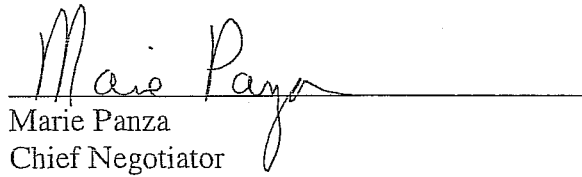
SANTA ROSA CITY SCHOOLS

Date: April 16, 1999

Date: April 16, 1999


Georgia Gallagher
President


Mel Solie
Deputy Superintendent, Human Services


Marie Panza
Chief Negotiator

MS:mc

	WHICH OPTION IS AVAILABLE FOR EACH UNIT MEMBER	OPTION 1 OPTION 2 5 YEAR NOTIFICATION OF EVALUATION		OPTION 1 PROFESSIONAL GOALS OPTION 2 OR GROWTH PLAN		OPTION 1 CERTIFICATED OBSERVATION REPORT OPTION 2 MID-YEAR PROGRESS REPORT		INFORMAL OBSERVATION NOTES (OPTION 1 & OPTION 2)	OPTION 1 PERMANENT CERTIFICATED EVALUATION FORM		OPTION 2 END OF YEAR ASSESSMENT REPORT		OPTION 2 ALTERNATIVE EVALUATION RECORD	
		Required	Deadline	Required	Deadline	Required	Deadline		Required	Required	Deadline	Required	Deadline	Required
OPTION 1	Temps, Probs, Perms with less than 4-years experience, Perms who have received a Level II, III, or IV evaluation the previous year.	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used	No later than September 25 (9.2.3)	Yes	No later than October 10 (9.2.3) 6th week of assignment for newly assigned staff	No	N/A	Yes, at least 2 formal observations and informal observations. Including a post observation conference, no later than 10 work days after each observation. (9.2.4.2) & (9.2.4.3)	Yes	No later than 30 calendar days prior to the last school day on the school calendar (9.2.14)	N/A	N/A	N/A	N/A
OPTION 2	Unit member's choice if permanent and minimum of 4 preceding years of meeting or exceeding standards	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used no later than October 1 (9.3.2)	No later than September 25 (9.2.3)	Yes	No later than October 1: unit member notifies intent to use Option 2 (9.3.2) No later than October 10: unit member provides written proposal for Option 2 (9.3.2.2) Meeting held by October 15 (9.3.2.3)	Yes	No later than February 15: Unit member submits Mid-Year Progress Report No later than February 10: provide brief written mid-year progress report to admin (9.3.3)	Yes, minimum of 2 interactive meetings	No	N/A	Yes	Turn in no later than 35 calendar days prior to the last day on the school calendar (9.3.3.1) (or nearest workday) Meet no later than 30 calendar days prior to the last school day on the school calendar (9.3.3.3) 5 work days prior to conference, unit member submits EOY Assessment to admin (9.3.3.1)	N/A	N/A
5-YEAR EVALUATION 9.1.5	Administrator's approval required if permanent unit member meets criteria: deemed "highly qualified" employed 10 years, meets or exceed standards in previous evaluation.	Unit members notified if an evaluation year and provided with procedures, timelines, criteria, forms to be used	No later than September 25 (9.2.3)	Yes	No later than October 10: Unit member notifies administrator of request for 5-year Evaluation (9.1.6)	No	No later than February 15: Option 2 Mid-year Progress Report meeting (9.3.3)	Not required but is OK	No		Only if informal observation written feedback and conferences show unit member is not meeting standards	May 1	Yes	
SEND FORM TO HR AT END OF YEAR:					Yes		No	No		Yes		Yes		Yes

NOTE:

1. The timeline for the "Evaluation Goal Setting Conference" may be extended by the evaluator, as dictated by program need, but in no case shall the goals be submitted later than 6 weeks after the unit member has begun.
2. All forms are available on the district's intranet web site at "Employee Forms & Publications" under Human Resources.
3. Copies of all forms should be kept by administrator in the unit member's site file.
Only the Option 1 Permanent Certificated Evaluation Form and Option 2 the End of the Year Assessment Report should be sent to Site HR Tech for assigned school.