

**AGREEMENT BETWEEN**

**ROHNERT PARK COTATI  
EDUCATORS ASSOCIATION**

**AND**

**COTATI-ROHNERT PARK  
UNIFIED SCHOOL DISTRICT**

**JULY 1, 2017, THROUGH JUNE 30, 2020**

**CONTRACT SIGNED REVISION JANUARY 23, 2018**

# Table of Contents

ARTICLE 1.	AGREEMENT .....	1
ARTICLE 2.	RECOGNITION.....	2
ARTICLE 3.	PROCEDURE FOR EVALUATION .....	4
ARTICLE 4.	HOURS .....	14
ARTICLE 5.	JOB SHARING .....	22
ARTICLE 6.	CLASS SIZE .....	24
ARTICLE 7.	TRANSFERS AND REASSIGNMENTS.....	27
ARTICLE 8.	ASSOCIATION RIGHTS .....	35
ARTICLE 9.	DISTRICT RIGHTS .....	38
ARTICLE 10.	PROCEDURE FOR GRIEVANCES .....	39
ARTICLE 11.	WORKING CONDITIONS .....	44
ARTICLE 12.	FRINGE BENEFITS .....	48
ARTICLE 13.	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION .....	51
ARTICLE 14.	LEAVES.....	54
ARTICLE 15.	WAGES.....	67
ARTICLE 16.	EFFECTS OF LAYOFF.....	73
ARTICLE 17.	EARLY RETIREMENT INCENTIVE PROGRAMS (ERIPS).....	76
ARTICLE 18.	SPECIAL EDUCATION .....	80
ARTICLE 19.	PUBLIC CHARGES .....	83
ARTICLE 20.	SUMMER SCHOOL.....	85
ARTICLE 21.	LOCAL OPTION PROCESS.....	87
ARTICLE 22.	PERSONAL AND ACADEMIC FREEDOM .....	88
ARTICLE 23.	JUST CAUSE / DUE PROCESS RIGHTS.....	89
ARTICLE 24.	COMPLETION OF MEET AND NEGOTIATION / SAVINGS .....	90
ARTICLE 25.	PEER ASSISTANCE AND REVIEW.....	91
ARTICLE 26.	DURATION .....	106
INDEX	.....	107
APPENDIX A	SALARY SCHEDULE FULLY CREDENTIALLED BEGINNING TEACHERS .....	A-1
APPENDIX A1	SALARY SCHEDULE NON FULLY CREDENTIALLED BEGINNING TEACHERS.....	A-2
APPENDIX A2	SPEECH AND LANGUAGE SALARY SCHEDULE .....	A-3
APPENDIX A3	COUNSELOR SALARY SCHEDULE .....	A-4
APPENDIX AA	EXTRA DUTY SALARY SCHEDULE FOR ACADEMICS .....	A-5
APPENDIX AA1	EXTRA DUTY SALARY SCHEDULE FOR ATHLETICS .....	A-6
APPENDIX AA2	ANNUAL SITE OR PROGRAM STIPENDS.....	A-7
APPENDIX B	HEALTH AND WELFARE BENEFITS.....	B-1
APPENDIX C	GRIEVANCE FORM.....	C-1

# Table of Contents

APPENDIX D	ALTERNATIVE EVALUATION PROCESS .....	D-1
	ALTERNATIVE EVALUATION PLAN .....	D-2
	ALTERNATIVE EVALUATION TIMELINE .....	D-3
	ALTERNATIVE EVALUATION SUMMARY .....	D-4
	FINAL EVALUATION REPORT .....	D-5
	ALTERNATIVE EVALUATION APPEAL FORM .....	D-6
	PRE-OBSERVATION INFORMATION SHEET .....	D-7
	CLASSROOM OBSERVATION REPORT.....	D-8
	TRADITIONAL FINAL EVALUATION REPORT: .....	D-10
APPENDIX E	DIRECTIONS FOR COMPLETING SUPPORT STAFF EVALUATION	
	EMPLOYEE FORMS.....	E-1
	STANDARDS FOR SCHOOL COUNSELORS.....	E-2
	STANDARDS FOR SCHOOL NURSES .....	E-4
	STANDARDS FOR SPEECH AND LANGUAGE SPECIALISTS.....	E-6
	EVALUATION PLAN: PROBATIONARY/TEMPORARY SUPPORT STAFF	
	TRADITIONAL EVALUATION PROCESS .....	E-8
	EVALUATION PLAN: SUPPORT STAFF	
	PERMANENT EMPLOYEES.....	E-9
	PRE-OBSERVATION INFORMATION SHEET .....	E-10
	SUPPORT STAFF OBSERVATION REPORT.....	E-11
	SCHOOL COUNSELOR TRADITIONAL FINAL EVALUATION REPORT.....	E-13
	SCHOOL NURSE TRADITIONAL FINAL EVALUATION REPORT .....	E-17
	SPEECH AND LANGUAGE SPECIALIST	
	TRADITIONAL FINAL EVALUATION REPORT .....	E-20
	SUPPORT STAFF EVALUATION PLAN	
	ALTERNATIVE EVALUATION PROCESS.....	E-23
	SUPPORT STAFF ALTERNATIVE EVALUATION PLAN.....	E-24
	SUPPORT STAFF ALTERNATIVE EVALUATION TIMELINE.....	E-25
	SUPPORT STAFF ALTERNATIVE EVALUATION SUMMARY .....	E-26
	SUPPORT STAFF ALTERNATIVE EVALUATION PROCESS FINAL EVALUATION	
	REPORT .....	E-27
APPENDIX F	TK-3 SCHOOL SITES.....	F-1
APPENDIX G	MOU STAFF DEVELOPMENT BUY BACK DAYS.....	G-1

1 **ARTICLE 1. AGREEMENT**

2 **1.1. Parties to Agreement**

3 1.1.1. The Articles and provisions contained herein constitute a bilateral and binding  
4 agreement (“Agreement”) by and between the Governing Board of the Cotati-  
5 Rohnert Park Unified School District (“Employer” or “Board” or “District”)  
6 and the Rohnert Park Cotati Educators Association / California Teachers  
7 Association / National Education Association (“Association”), the employee  
8 organization.

9 **1.2. The Rodda Act**

10 1.2.1. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 - 3549  
11 of the Government Code.

1 **ARTICLE 2. RECOGNITION**

2 **2.1. The Exclusive Representative**

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

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

9 **2.2. Temporary Certificated Employees**

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

12 44909 Employment of Credentialed Instructors under Contract in Categorically  
13 Funded Projects of Indeterminate Duration: Attainment of Permanent  
14 Status

15 44917 Classification of Substitute Employees; Temporary Employment Deemed  
16 Probationary Employment

17 44918 Substitute or Temporary Employee Deemed Probationary Employee;  
18 Reemployment Rights

19 44919 Classification of Temporary Employees

20 44920 Employment of Certain Temporary Employees; Classification

21 44921 Employment of Temporary Employees; Reemployment Rights

22 44954 Release of Temporary Employees

23 **2.3. “Seniority” Date for Probationary and Temporary Certificated Employees**

24 Seniority for probationary employees is based on the first date of paid service in a  
25 probationary position. A certificated employee who serves at least seventy-five percent  
26 (75%) of the number of work days of the District as a temporary employee, and then is  
27 employed as a probationary employee in the following school year, shall have as his/her  
28 seniority date the first day of paid service in the preceding year.

29 **2.4. Regional Occupation Program (R.O.P.)**

30 The following provisions apply for Regional Occupational Programs:

1  
2  
3  
4  
5  
6

- If R.O.P. sections are provided to the District with a teacher, then the teacher remains a member of the R.O.P. unit.
- If R.O.P. sections are provided to the District without a teacher, then the teacher will become a member of R.P.C.E.A.
- If R.O.P. offerings change or issues regarding representation of R.O.P. teachers arise, the District and the Association will meet to discuss impacts.

1 **ARTICLE 3. PROCEDURE FOR EVALUATION**

2 **3.1. Definition**

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

6 **3.2. Rationale**

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

9 **3.3. Statement of Need**

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

16 **3.4. Evaluation Process**

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

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

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

29 **3.4.1. Highly Qualified Permanent Employees Evaluation Cycle**

30 Beginning July 1, 2004, permanent unit members who have been employed in a  
31 position requiring certification at least ten (10) years in the District, who are

1 certified as Highly Qualified under No Child Left Behind (NCLB), and whose  
2 most recent evaluation was satisfactory, shall be evaluated every five (5) years, if  
3 the evaluator and certificated employee being evaluated agree. Either the affected  
4 unit member or evaluator may withdraw consent at the beginning of a school year,  
5 not later than September 15.

### 6 **3.5. Pre-evaluation Conference**

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

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

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

### 18 **3.6. Appeal of Evaluation Process**

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

23 3.6.1. The unit member may appeal the evaluator's decision to the Superintendent or  
24 designee within five (5) working days from date he/she receives the evaluator's  
25 decision.

26 3.6.2. The unit member must submit his/her appeal on the Evaluation Appeal Form,  
27 Appendix D. The unit member shall attach a copy of the evaluator's decision  
28 and any documentation that supports the unit member's appeal.

29 The Superintendent or designee shall issue a response in writing within five (5)  
30 working days from receipt of the appeal. The decision of the Superintendent or  
31 designee is final.



1 3.6.3. If there is not mutual consent between the unit member and the designated  
2 evaluator, the unit member shall be evaluated using the traditional evaluation  
3 process outlined in this article, unless the evaluator’s decision is successfully  
4 appealed.

5 3.6.4. If the unit member’s evaluation for that year is satisfactory, the unit member  
6 shall be permitted to elect an alternative evaluation option during his/her next  
7 evaluation cycle.

8 **3.7. Traditional Evaluation Process**

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

11 3.7.1. Probationary and temporary unit members must select three (3) standards for  
12 goals.

13 3.7.2. Permanent unit members must select any two (2) standards.

14 **3.8. Traditional Evaluation Procedures**

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

17 **3.8.1. Observation Process**

18 Scheduled observations shall be:

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

22 **3.8.2. Pre-observation Activity**

23 Prior to each scheduled observation, the unit member shall participate in either a  
24 “Pre-observation Conference” with his/her designated evaluator or shall complete  
25 the “Pre-observation Information Sheet” in lieu of an actual conference. The unit  
26 member shall identify which pre-observation activity he/she prefers during the  
27 annual pre-evaluation conference described in Article 3.5. The unit member may  
28 change his/her preference during the course of the evaluation process. If the unit  
29 member selects the “Pre-observation Information Sheet”, the sheet shall be  
30 submitted to the designated evaluator at least one (1) day prior to the scheduled  
31 observation.

1           **3.8.3. Classroom Observation Conferences**

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

7           **3.8.4. Observation Reports**

8           This confidential written report shall be prepared by the observer on the  
9           Classroom or Support Staff Observation Report Form (Appendix D or E) within  
10          five (5) working days after the Observation Conference. The unit member may  
11          waive the five-day timeline. This Observation Report shall be limited to items  
12          discussed during the most recent Observation Conference and shall give  
13          additional reference to previous Observation Reports if appropriate.

14          The evaluator should take positive actions to assist the unit member in correcting  
15          and citing deficiencies. The evaluator’s role in assisting the unit member shall  
16          include, but not be limited to the following:

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

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

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

27          **3.8.5. The Final Traditional Evaluation Report**

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

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

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

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

### 10 **3.9. Observation Reports and Positive Traditional Final Evaluation Reports**

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

#### 13 3.9.1. The Unsatisfactory Traditional Final Evaluation Report

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

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

### 28 **3.10. Alternative Evaluation Option**

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

1           **3.10.1. Cooperative Professional Development**

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

9           **3.10.2. Self-Directed Development- Alternative Evaluation**

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

17          **3.10.3. Selection of Alternative Evaluation Option**

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

24          **3.10.4. Alternative Evaluation Conference**

25          If the unit member and the designated evaluator consent, the unit member shall  
26          complete the Alternative Evaluation Plan prior to the Pre-Evaluation Conference.  
27          During the Pre-Evaluation Conference, the unit member and designated evaluator  
28          will discuss the plan, and make modifications with mutual consent.

29          **3.10.5. Mid-year Alternative Evaluation Meeting(s)**

30          During the course of the school year, a minimum of one meeting shall be held  
31          between the unit member and the designated evaluator to discuss the unit

1 member's progress on the plan. Depending upon the type of alternative  
2 evaluation, there may be other participants involved in the meeting(s) as identified  
3 in the Alternative Evaluation Plan.

#### 4 **3.10.6. Final Alternative Evaluation Meeting**

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

#### 11 **3.10.7. Final Alternative Evaluation Report**

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

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

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

### 24 **3.11. Miscellaneous Provisions**

#### 25 **3.11.1. Exclusions**

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

#### 29 **3.11.2. Evaluation Limits**

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

1           **3.11.3. Self-Evaluation Warning**

2           No teacher shall be required to perform self-evaluation.

3           **SELF-ASSESSMENT – WARNING OF LIABILITY:**

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

8           **3.11.4. Controversial Material**

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

15          **3.11.5. Unsubstantiated Statements**

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

18          **3.11.6. Standardized Tests**

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

21   **3.12. Results of Unsatisfactory Evaluation**

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

25          3.12.1. Unsatisfactory evaluation may include requirements that remedial action be  
26          taken.

27          3.12.2. If an evaluation is to be considered satisfactory or unsatisfactory, it will be so  
28          noted on the evaluation form.

29   **3.13. Personnel File**

30          3.13.1. All unit member personnel files shall be maintained in the District office.

- 1 3.13.2. The evaluation report and the unit member's comments shall be included in the  
2 unit member's personnel file.
- 3 3.13.3. Each unit member shall possess the right to have the contents of his/her file  
4 disclosed to him/her provided the request is made at the time when such  
5 member is not actually required to render services to the employer.
- 6 3.13.4. Information of a derogatory nature shall not be entered or filed unless and until  
7 the unit member is given notice and opportunity to review and comment  
8 thereon.
- 9 3.13.5. A unit member shall have the right to enter and have attached to any such  
10 derogatory statement his/her own comments thereon. Such review shall take  
11 place during the normal business hours and the unit member shall be released  
12 from duty for this purpose without salary reduction.
- 13 3.13.6. The unit member shall possess the right to have copies of the contents included  
14 within the file made available to him/her except documents or records which  
15 (1) were obtained prior to employment of the member, (2) were prepared by  
16 identifiable examination committee members, or (3) were obtained in  
17 connection with a promotional examination.
- 18 3.13.7. The unit member shall have the right to authorize, in writing, an Association  
19 representative to examine the unit member's file and to obtain copies (except  
20 for those prohibited as cited above) of the items within the file.

21 **3.14. Written Complaint Disclosure**

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

25 **3.15. Instructional Assistants**

26 3.15.1. The performance of an instructional assistant (whether paid or volunteer), as  
27 reflected in the assistant's evaluation, shall not adversely affect the unit  
28 member's evaluation except as it may be indicative of a lack of proper  
29 supervision on the part of the unit member.

30 **3.16. Evaluation of Coaches**

31 3.16.1. An observation will be conducted during the term of the coaching contract.





1 **ARTICLE 4. HOURS**

2 **4.1. Length of School Day/Year**

3 **4.1.1. Work Year**

4 4.1.1.1. The standard work year shall consist of 182 days; 180 days of pupil  
5 instruction and two (2) non-instructional work days. Beginning July  
6 1, 2018, the standard work year shall consist of 185 days; 180 pupil  
7 instruction, 2 non-instructional work days and 3 non-instructional  
8 professional development days.

9 4.1.1.2. The work year for counselors will be 192 days.

10 4.1.1.3. Beginning in 2017-2018, the work year for speech and language  
11 therapists shall be 187 days. Two days shall precede the base unit  
12 member work year and shall include a one-day District Special  
13 Education staff meeting. The remaining days in excess of the student  
14 instructional calendar shall be determined by the speech and  
15 language therapist and the Director of Special Education.

16 **4.1.2. Non-Instructional Days**

17 4.1.2.1. Unit members at sites with two fall non-instructional days will be  
18 guaranteed, in blocks of not less than one-half day increments, the  
19 equivalent of one (1) full day to be used to prepare their classrooms. Unit  
20 members at sites with the second non-instructional work day at the end of  
21 the fall semester/trimester will be allowed to use this day for the purposes  
22 of preparation and/or grading activities. Each non-instructional work day  
23 shall contain a two (2) hour staff meeting and the remainder of the day  
24 shall be teacher directed time.

25 4.1.2.2. Beginning in 2018-2019 the work year shall include three  
26 professional development days. The District will solicit input from  
27 the Association prior to making decisions regarding the content of  
28 the days.

1           4.1.3.    **Conferences**

2                   4.1.3.1.    Elementary parent-teacher conferencing shall be as follows:

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

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

12   **4.2.    Unit Member On-Site Work Day**

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

16           4.2.1.    Unit members may be required to attend one Back-to-School Night, one Open  
17                   House, and Site Council meetings.

18           4.2.2.    Unit members may be required to perform the following duties: attendance at  
19                   graduation ceremonies, plays, concerts, dances, judging speech events,  
20                   supervision at athletic events, sponsorship of class or club activities, not to  
21                   exceed twenty (20) hours per year. Such duties shall be assigned on an  
22                   equitable basis at each site, except that a secondary site administrator may  
23                   assign fewer duties to probationary and temporary unit members.

24           4.2.3.    Yard or Rally duty during the unit member’s workday shall be assigned  
25                   equitably among the unit members at each site. In order to insure equitable  
26                   assignment of duties provided under 4.2.2 and 4.2.3, site administrators shall  
27                   maintain a running total of duty time by unit members which shall be open and  
28                   available to all unit members upon request.

29           4.2.4.    Unit members shall attend necessary parent-teacher meetings.

30           4.2.5.    Unit members shall attend faculty meetings in accordance with Section 4.3.

31           4.2.6.    Calculation of the Average Annual Work Day

1 4.2.6.1. By April 30th of each year, the Superintendent or designee will email  
2 a copy of the teacher workday schedules for the subsequent school  
3 year to the RPCEA President. The RPCEA President or designee will  
4 notify the Superintendent or designee by May 15 of the same year if  
5 RPCEA has calculated that the teacher work day represented in the  
6 schedule exceeds seven hours per day on average measured over the  
7 course of the year, and provide the Superintendent or designee with  
8 the RPCEA calculation.

9 4.2.6.2. In the case of a disagreement regarding the calculation of the annual  
10 average workday, a representative designated by RPCEA and the  
11 principal at the site will attempt to resolve the discrepancy between  
12 the District and the RPCEA calculations.

13 4.2.6.3. If the District and RPCEA are unable to resolve the discrepancy by  
14 May 31 of the same year, the RPCEA president shall notify the  
15 Superintendent in writing that the discrepancy has not been resolved.  
16 RPCEA may file a grievance alleging a violation of section 4.2, no  
17 later than 20 days after the written notice of the failure of resolution.

18 **4.3. Faculty/Staff Meetings (Required)**

19 4.3.1. Except in unusual circumstances, faculty meetings shall be held no more  
20 frequently than once per month and shall not last longer than one (1) hour. If  
21 possible, the site administrator shall provide employees with an agenda for the  
22 meetings at least one day in advance and shall also permit employees to place  
23 items on the agenda.

24 4.3.2. The curriculum, grade level, or department meetings shall not exceed sixty (60)  
25 minutes per unit member per month.

26 **4.4. Secondary School Work Day**

27 4.4.1. Middle school teachers and high school teachers shall have no more than five  
28 (5) teaching periods per day based on a six (6) period day. Such teachers shall  
29 have no more than twenty-five (25) teaching periods per week.

1 4.4.2. The secondary school work week shall include at least a one-hour collaboration  
2 period. The agenda shall be determined by the site administration with unit  
3 member input.

4 4.4.3. Beginning in the 2016-17 school year, the middle school instructional minutes  
5 may be equivalent to the high school instructional minutes and both levels may  
6 include an extended period for academic support and enrichment.

7 **4.5. Elementary School Work Day**

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

10 **4.6. Kindergarten School Work Day**

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

15 **4.7. Preparation Time**

16 **4.7.1. Secondary Preparation Time**

17 Full time middle school and high school teachers shall have one preparation  
18 period per day. Only on an emergency or voluntary basis may a teacher be  
19 required to substitute for another teacher during the preparation period.

20 Emergency shall be defined as a natural disaster or unforeseen circumstances.

21 Preparation periods shall be used for planning, preparation and conferences with  
22 parents, pupils, or other professional staff.

23 4.7.1.1. Preparation time for sixth through eighth (6-8) grade teachers at K-8  
24 elementary sites will equal preparation minutes for 6-8 grade sites.

25 The preparation time need not be scheduled daily.

26 4.7.1.2. In the event that there is no appropriately credentialed applicant, full-  
27 time permanent teachers may teach an additional class during their  
28 preparation periods, upon the written agreement signed by the  
29 teacher, principal and RPCEA President.

1 4.7.1.3. Full-time teachers teaching an additional class in a six period day  
2 shall be compensated an additional 20% of their salary for the  
3 duration of the 20% additional coverage.

4 4.7.1.4. The District will continue using all means to seek a teacher to fill the  
5 position. Once filled, the teacher who taught six periods will be  
6 placed back on their 100% contact.

7 **4.7.2. Elementary Preparation Time**

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

11 4.7.2.1. Kindergarten teachers' preparation time is presently included within  
12 their contractual workday (see 4.6).

13 4.7.2.2. Music teachers, RSP teachers, BECL teachers, Bilingual/ESL  
14 teachers, speech and language specialists, nurses, and preparation  
15 period teachers shall develop instructional schedules which allow for  
16 one and one-half (1 ½) hour preparation time per week.

17 4.7.2.3. Self-contained elementary classroom teachers (except for  
18 kindergarten), including SDC teachers, shall have one and one-half  
19 (1 ½) hours of preparation time per week, with at least half of the  
20 time provided by a unit member.

21 4.7.2.4. Preparation time shall be prorated for unit members working less  
22 than full time.

23 4.7.2.5. The preparation time schedule will not be adjusted to account for  
24 holidays, minimum days, or non-student days.

25 4.7.2.6. The Association and the District will annually review the daily start  
26 and end times for each elementary school, prior to the start of the  
27 school year.

28 4.7.2.7. On Tuesdays, one hour will be designated for staff meeting,  
29 professional development, or curriculum planning. Following this  
30 meeting, there will be sixty-five minutes of preparation/collaboration  
31 time, which is in addition to the time allotted in 4.7.2. This

1 preparation time shall be a duty free period used for planning,  
2 preparation, collaboration and conferences with parents, pupils, and  
3 other professional staff and shall be within the sole determination of  
4 the unit members involved as cited. This preparation period shall not  
5 be used for additional faculty meetings called by the administrator.

- 6 1st Hour 1st Tuesday – Staff Meeting
- 7 1st Hour 2nd Tuesday – Professional Development
- 8 1st Hour 3rd Tuesday – Curriculum
- 9 1st Hour 4th Tuesday – Professional Development
- 10 1st Hour 5th Tuesday in month – Preparation/Collaboration Time
- 11 2nd Hour Every Tuesday – Preparation/Collaboration Time

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

17 4.7.3. Whenever possible, conferences which occur during a teacher’s preparation  
18 period shall be scheduled with the teacher at least twenty-four hours before the  
19 meeting takes place.

20 4.7.4. Class Coverage during Prep Time

21 4.7.4.1. An administrator must approve all requests for emergency coverage.  
22 In the event that the administrator is not available and/or cannot  
23 supply a “teacher” by the beginning of the class period, the teacher  
24 would be considered approved for compensation under this section  
25 by notifying the office manager.

26 4.7.4.2. At the secondary or middle school level, one hour of sick leave will  
27 be earned for each class period covered.

28 4.7.4.3. At the elementary level, one hour of sick leave will be earned for  
29 each hour of class covered.

30 4.7.4.4. After three hours of sick leave are earned, the unit member will be  
31 credited with ½ day of sick leave.

1 4.7.4.5. Earned leave will be credited at the end of each school year to be  
2 used the following year or thereafter.

3 4.7.4.6. Increments less than three (3) hours earned by the end of the school  
4 year will be credited and will be carried forward to the following  
5 year.

6 **4.8. Lunch Period**

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

8 4.8.1. The lunch period for the secondary schools shall be equivalent to the student  
9 lunch period, but in no case less than forty (40) consecutive minutes, exclusive  
10 of passing times. The lunch period for elementary school shall be forty-five  
11 (45) minutes. Lunch periods may be adjusted for a minimum day schedule at  
12 each site.

13 4.8.2. Unit members assigned to more than one site shall be provided with the same  
14 amount of duty-free lunch time as other employees.

15 **4.9. Relief Periods**

16 4.9.1. Elementary schools shall have one (1) relief period per day. This relief period  
17 shall be ten (10) minutes, except as may be agreed upon by the staff in  
18 accordance with the law.

19 4.9.2. Secondary schools, after site administrative consultation with the staff, may  
20 provide a fifteen (15) minute break.

21 **4.10. Special Release Time**

22 Teachers whose class preparation makes it necessary for them to utilize the services of  
23 and/or equipment of the Sonoma County Office of Education IMC or attend District  
24 meetings or Association meetings, shall get approval of the site administrator to leave  
25 school at student dismissal time.

26 **4.11. Release Time for Elementary Teachers**

27 The teacher(s) with the site administrator's approval, may schedule up to the equivalent  
28 of three (3) full days of release time. Release time shall be used for District and site  
29 assessments, data analysis, planning, curriculum development and grading. The  
30 teacher(s) and site administrator shall agree on the purpose of the release day. The release

1 day shall not be unreasonably denied, and shall be served at a District location designated  
2 by the site administrator

3 **4.12. Changes in Schedules Due to State Mandated Testing**

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

10 **4.13. Student Independent Study Contract**

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



1 **ARTICLE 5. JOB SHARING**

2 **5.1. Job Sharing**

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

5 **5.2. Joint Application Requirements**

6 5.2.1. The option of job sharing in any given school year will be considered by the  
7 District only after a joint application has been made by two (2) District unit  
8 members who have mutually agreed in writing to share one (1) full-time  
9 assignment during the year. Both unit members must have current satisfactory  
10 evaluations.

11 5.2.2. A joint application to share a full-time assignment must be made in writing to  
12 the District through each applicant’s site administrator and the site  
13 administrator with authority over the full-time position for which the joint  
14 application is being made.

15 5.2.3. The joint application shall specify the number and placement of hours per day,  
16 days per week, weeks per month, and months per year which each unit member  
17 has agreed to work. The application shall also specify the respective duties  
18 which will be performed by each applicant. Such designated duties shall  
19 include but not be limited to: attendance at faculty meetings, parent  
20 conferences, Back-to-School Night, in-service activities, and other events at  
21 which attendance by permanent bargaining unit members is required in  
22 accordance with this Agreement: responsibility for student grades, report cards,  
23 daily student attendance reporting, and co-curricular activities which are  
24 included within the responsibilities of the full-time position for which the joint  
25 application is being made.

26 5.2.4. The joint application, or proposal to continue job sharing, shall be submitted as  
27 early as possible but no later than March 1 of the school year preceding the year  
28 in which the applicants propose to share a position. Applications shall be  
29 approved or denied by April 15. If an application is denied, unit members shall,  
30 upon request, be notified of the reason, in writing, by the Superintendent or  
31 Superintendent’s designee.

1 5.2.5. All joint applications to share a full-time position or changes in the job-sharing  
2 contract resulting in a change in work year for a unit member are subject to  
3 approval by the District.

4 5.2.6. There shall be a limit of two shared contracts per elementary site; three shared  
5 contracts at the middle school site; and four shared contracts at the high school  
6 site. There shall be an increase of no more than one shared contract per  
7 elementary site per year.

### 8 **5.3. Job Sharing Requirements**

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

11 5.3.1. Salaries shall be prorated for part-time contracts in proportion to the amount  
12 that the approved portion of employment bears to full-time employment.

13 5.3.2. Step advancement shall be in accordance with time actually worked in  
14 accordance with Article 5.2.5.

15 5.3.3. Permanent unit members on approved job-sharing contracts shall request and be  
16 granted unpaid leave for the portion of their regular assignment not worked.

17 5.3.4. Contracts which are granted can be rescinded only with the mutual consent of  
18 the District and the permanent unit member.

19 5.3.5. In the event either of the unit members who has entered into a job-sharing  
20 contract, as provided in this Article, is unwilling or unable to fulfill any of the  
21 responsibilities which were agreed to and undertaken, it shall be the  
22 responsibility of the remaining unit member to find a replacement for his/her  
23 partner. If the permanent unit member is unable to find a replacement, he/she  
24 will assume all duties up to and including a full-time position in that assignment  
25 for the duration of the school year. The replacement is subject to approval in  
26 accordance with Section 5.2.5 of the Article.

### 27 **5.4. Reemployment Rights**

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

1 **ARTICLE 6. CLASS SIZE**

2 **6.1. Class Size Maximum**

3 6.1.1. Elementary classes in grades transitional kindergarten (TK) through three (3)  
4 shall have a maximum of twenty-eight (28) students.

5 6.1.1.1. The average class enrollment in grades kindergarten (K) through  
6 three (3) at each school site listed in Appendix F-1 shall not exceed  
7 twenty-eight (28) students.

8 6.1.1.2. The District shall attempt to maintain class size of 22 or fewer in TK.

9 6.1.1.3. The District shall attempt to maintain class size of 24 or fewer in  
10 grades K through 2nd.

11 6.1.2. Elementary classes in grades four (4) through eight (8) shall have a maximum  
12 of twenty-eight (28) students.

13 6.1.3. Middle and high school class loads shall not exceed 150 students per teaching  
14 day.

15 **6.1.4. Exceptions**

16 6.1.4.1. Physical education classes shall not exceed forty (40) students per  
17 class.

18 6.1.4.2. Band and choir maximums for performance classes shall not exceed  
19 an average of forty (40) students per section at the secondary level  
20 and non-performance classes shall not exceed an average of thirty  
21 (30) students per section at the secondary level.

22 6.1.4.3. Workshop and remedial class maximums shall not exceed the  
23 maximum set forth by the site administrator and the Department  
24 involved.

25 6.1.4.4. Special Education classes shall be in compliance with the State Law.

26 6.1.4.5. The District shall attempt to maintain a Counselor staffing of 300:1.  
27 In the event 300:1 is exceeded, a meeting will be held to explore  
28 alternatives.

1 **6.2. Class Size Overage Payment**

2 6.2.1. If class sizes listed in Article 6 are exceeded, the District will, beginning on the  
3 eleventh (11th) class day of the school year and any/all subsequent class day(s),  
4 pay the following overages:

5 6.2.1.1. One (1) student: The District, upon written request of the unit  
6 member, shall pay to the affected member two dollars (\$2.00) per  
7 student for each day the maximum is exceeded.

8 6.2.1.2. Two (2) students: The District, upon written request from the unit  
9 member, shall pay to the affected member three dollars (\$3.00) per  
10 student per day for each day the maximum is exceeded.

11 6.2.1.3. Three (3) students or more: The District, upon written request from  
12 the unit member, shall pay to the affected member four dollars  
13 (\$4.00) per student for each day the maximum is exceeded.

14 **6.2.2. Student Assistants**

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

18 **6.2.3. Combination Classes**

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

24 6.2.3.1. For combination classes at 26 there will be no assistant.

25 6.2.3.2. For combination classes at 27 there will be an average of one (1)  
26 hour assistant time per day.

27 6.2.3.3. For combination classes at 28, 29, or 30, there will be an average of  
28 two (2) hours assistant time per day.

29 6.2.3.4. For combination classes at 31, there will be an average of three (3)  
30 hours assistant time per day.

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

1 **ARTICLE 7. TRANSFERS AND REASSIGNMENTS**

2 **7.1. Definitions**

3 7.1.1. **Instructional levels** are elementary (TK-5 and K-8 for Thomas Page  
4 Academy); middle school (6-8); high school (9-12).

5 7.1.2. **Assignment** is the placement of a unit member in a specific grade level or  
6 subject matter or other unit position within the unit member’s teaching  
7 authorization. The District retains the right to assign certificated employees to  
8 positions.

9 7.1.3. A **“vacancy” for transfer purposes** is a position at a school location which the  
10 District has determined is to be filled by a probationary or permanent unit  
11 member rather than a substitute or temporary unit member.

12 7.1.4. A **transfer** is a move from one work site or from one instructional level to  
13 another, or from the traditional school year to a year-round or from year-round  
14 to the traditional school year.

15 7.1.5. A **voluntary transfer or voluntary reassignment** is one which is initiated by  
16 the unit member.

17 7.1.6. An **involuntary transfer or involuntary reassignment** is one initiated by the  
18 District.

19 7.1.7. A **reassignment**, at the middle school or high school level, is a move from an  
20 existing departmental assignment to an assignment in a different department  
21 within the unit member's teaching authorization.

22 7.1.8. A **reassignment**, at the elementary level, is a move from one grade level to  
23 another grade level.

24 **7.2. Assignment**

25 7.2.1. A unit member may indicate an interest in the same or a different assignment  
26 for the subsequent year on the annual Notice of Intent form provided by the  
27 District. This form must be submitted to the Human Resources Office by the  
28 last working day in February.

29 7.2.2. In making assignments, the District and site administrator will consider the  
30 interests of the educational program and the preferences stated on the Notice of  
31 Intent form.

1 7.2.3. The site administrator will assign unit members currently at the site, and unit  
2 members returning from full and part time leave who are currently assigned to  
3 the site. The Human Resources Office will assign unit members on full or part  
4 time leave who are not currently at or assigned to a site and unit members who  
5 are displaced from their sites and/or subject to District initiated transfer  
6 prioritized by the unit members' seniority, preference, and district needs.

7 7.2.4. Each unit member shall be given written notice not later than the last workday  
8 of the next year's tentative assignment. Such notice shall specify the site, grade  
9 level and/or subject area to which the unit member will be assigned.

10 7.2.5. Staffing assignments will be finalized no later than two weeks prior to the first  
11 day of school. The District may subsequently change assignments if  
12 necessitated by enrollment changes. If a unit member's assignment is changed  
13 after the beginning of the work year, the unit member will have up to 3 release  
14 days to prepare before moving into the new assignment.

15 7.2.6. Unit members shall be assigned only to positions for which they hold a valid  
16 California credential, and for which they are qualified.

17 7.2.7. The unit member may agree to an assignment outside the unit member's  
18 credential authorization(s), providing that the District shall secure all the  
19 necessary waivers. Such assignments shall be for no more than one school year  
20 and may be renewed upon the same terms and conditions. Temporary and  
21 probationary teachers shall not be assigned more than one section outside of  
22 their credential authorization, unless they applied and were hired for such an  
23 assignment.

24 7.2.8. **Itinerant Assignments**

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

28 **7.3. Voluntary Transfer**

29 7.3.1. As vacancies occur in the District, notices of such vacancies shall be posted in  
30 the District office, at each school site, and on external sites, with copies emailed  
31 to the Association at the time of the posting, with the final filing date indicated.

1 The deadline for applications which shall be no less than ten (10) working days  
2 after posting and prior to which deadline the vacancy shall not be filled.

3 Consideration for the filling of vacancies which occur after the school year has  
4 commenced will be given to current unit members. However, beginning with  
5 the period two weeks before the first teacher workday and during the work year,  
6 vacancies shall be posted for five (5) work days and the District may fill  
7 vacancies from the existing pool of applicants.

8 7.3.2. Nothing in the above shall be construed as requiring a unit member who already  
9 has a transfer application on file to resubmit such request in order to be  
10 considered for the transfer.

11 7.3.3. Written requests for transfer to vacant positions within the District shall be filed  
12 by the unit member with the Human Resources Department by the final filing  
13 date on the transfer request form supplied by the District. Such notices shall  
14 include location, grade level or subject matter assignments, credential  
15 requirements, and the closing date for applying.

16 7.3.4. Any unit member who wishes to be considered for a vacancy which might  
17 occur during the summer months must submit a summer transfer request form,  
18 as supplied by the District, to the Human Resources Department prior to June 1.  
19 The unit member's request must be in writing and must include a summer email  
20 address. As vacancies occur in the District during the course of the summer,  
21 unit members who request transfers shall be notified of vacancies.

22 7.3.5. If the unit member requests that his/her application for transfer be kept  
23 confidential, the administrator at his/her school will not be notified by the  
24 Human Resources Department of the application until the time for interviewing  
25 prospective candidates. Administrators shall not prevent or influence the person  
26 requesting the transfer.

27 7.3.6. A unit member will be notified in writing by the District that his/her transfer  
28 request has been received.

29 7.3.7. Interviews will be scheduled for unit members who apply and hold the proper  
30 credential authorization for a vacancy.



- 1           7.3.8.    When there is more than one (1) applicant for a position, such transfer shall be  
2                    based on the legitimate economic and educationally related needs of the District  
3                    in accordance with the following: credentials, qualifications, and ability being  
4                    relatively equal, the unit member with the greatest District-wide seniority shall  
5                    be selected to fill the vacancy.
- 6           7.3.9.    Notwithstanding any other provision of this agreement, a unit member who  
7                    requests a voluntary transfer to a school that is ranked in Decile 1 to 3  
8                    inclusive, shall not be transferred to that school if the principal of the school  
9                    refuses to accept the transfer.
- 10          7.3.10. Notwithstanding any other provision of this agreement, for voluntary transfer  
11                    requests to any District school for vacancies determined after April 15 of the  
12                    school year preceding the transfer, current unit members shall be reviewed on  
13                    the same basis as outside applicants who have applied for positions requiring  
14                    certification qualifications at the receiving school.
- 15          7.3.11. If a transfer request is denied, a unit member shall, upon request, be notified in  
16                    writing, by the Superintendent or designee as to the reason why, within 10 work  
17                    days of the request.

18   **7.4.    Involuntary Transfer**

- 19          7.4.1.    The Superintendent or designee may initiate an involuntary transfer based on  
20                    the legitimate economic or enrollment related needs of the District.
- 21                7.4.1.1.    A survey of the entire staff at the affected school site for voluntary  
22                            placement shall precede an involuntary transfer under this section.  
23                            Unit members shall have two (2) District office work days to  
24                            respond. After reviewing the responses, the Superintendent or  
25                            designee shall initiate the transfer if necessary.
- 26                7.4.1.2.    At the middle school or high school level, the Superintendent or  
27                            designee, site administrator, a RPCEA representative of the unit  
28                            member’s choice, and department chairperson shall meet to discuss  
29                            the reason for and implications of the involuntary transfer(s).
- 30                7.4.1.3.    At the elementary level, the Superintendent or designee, site  
31                            administrator, a unit member being involuntarily transferred, and a

1 RPCEA representative of the unite member’s choice, shall meet to  
2 discuss the reasons for and implications of the involuntary transfer.

3 7.4.1.4. The unit member selected for transfer under this section shall be the  
4 unit member with the least District-wide seniority within the work  
5 site from where the transfer will occur, provided the transferee is  
6 credentialed to fill vacancies that occur at other work sites.

7 7.4.1.5. A unit member to be involuntarily transferred under this section shall  
8 have the right to indicate preferences from a list of vacancies, and the  
9 District shall honor such requests on the basis of District-wide  
10 seniority in accordance with 7.3.8 of this Article.

11 7.4.2. The District may involuntarily transfer a unit member based on a determined  
12 personality or work conflict, or for legitimate educational reasons.

13 7.4.3. All unit members who are involved in involuntary transfers shall be informed in  
14 writing of this action and the reasons for the transfer, by June 1 for the fall  
15 semester and by November 15 for the spring semester in which the transfer is to  
16 occur. In addition, if the member desires, a conference shall be held with the  
17 Superintendent or designee.

18 7.4.4. Any unit member involuntarily transferred shall not be similarly transferred for  
19 a minimum of two (2) years without the consent of the unit member except in  
20 cases of new school building site construction within the District or in cases of  
21 declining enrollment.

22 7.4.5. For year-round schools, if estimated numbers are not reached and a transfer of a  
23 unit member will alleviate the situation, the District, within the first 10 days of  
24 school, shall contact the Association and recommend an involuntary transfer.  
25 Based on the facts presented, a mutually agreed upon decision will be reached.

26 7.4.6. **No Loss of Salary**  
27 No unit member shall sustain an economic loss as a result of an involuntary  
28 transfer as defined above, or in movement from year-round to traditional or  
29 traditional to year-round calendar.  
30  
31

1           **7.4.7. Right to Return**

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

6           **7.5. Reassignment**

7           7.5.1.     Should it be necessary to reassign a unit member at a secondary school due to  
8           enrollment or scheduling needs, the site administrator shall notify the site of the  
9           need to reassign a unit member. Unit members shall have two (2) District office  
10          workdays to respond. After reviewing the responses, if necessary, the  
11          Superintendent or designee shall meet with the affected unit member,  
12          department head and a RPCEA representative to discuss the need for  
13          reassignment. Should it be necessary to reassign a unit member at an  
14          elementary school due to an increase or decrease in student enrollment at one or  
15          more grade levels, the site administrator shall notify the site of the need to  
16          reassign a unit member, then meet with the affected unit member and a RPCEA  
17          representative to discuss the need for reassignment. The parties may discuss  
18          and consider alternative solutions.

19          7.5.1.1.   **Right to Return**

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

25          7.5.2.     If a site administrator believes that a grade level change is in the best interest of  
26          the students, unit member, and/or school, he/she shall meet with the unit  
27          member to inform the unit member of the reassignment and the reasons for the  
28          reassignment. The Unit member may request that a RPCEA representative be  
29          present.

1 7.5.2.1. The meeting to inform the unit member of the reassignment must be  
2 held by April 15 of the school year before the reassignment is to take  
3 effect.

4 7.5.2.2. Upon request, the unit member being reassigned shall be provided,  
5 within ten (10) District office work days of the request, the reasons  
6 for the reassignment in writing.

7 7.5.2.3. **Involuntary Decision Responsibility**

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

13 7.5.2.4. **Right of Appeal**

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

18 7.5.3. **Support**

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

21 7.5.4. **Timelines**

22 The reassignment process shall be completed prior to the completion of the spring  
23 semester for the fall semester, and prior to Winter Break for the spring semester.

24 In the event of drastic unforeseen circumstances during the summer, this deadline  
25 may be extended, but in no case shall it be later than five (5) calendar days before  
26 the start of school. In such cases, the site administrator shall follow the procedures  
27 of this section, contacting by phone and email all parties who might reasonably be  
28 involved.

29 7.5.5. **Protection of Privacy**

30 Should the reasons for a contemplated reassignment involve matters which reflect  
31 unfavorably upon a unit member either personally or professionally, the

1 protection of the privacy of that unit member shall be paramount. In such cases,  
2 open posting and discussions shall be replaced with private discussions with those  
3 directly involved.

1 **ARTICLE 8. ASSOCIATION RIGHTS**

2 **8.1. Use of Equipment, Buildings, and Facilities**

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

6 **8.2. Communications**

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

12 **8.3. School Board Agenda**

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

15 **8.4. Access to Unit Members**

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

20 **8.5. Names, Addresses, and Telephone Numbers**

21 8.5.1. Names, addresses, and telephone numbers of all unit members (except for those  
22 unit members who have indicated in writing that such information be kept  
23 confidential) shall be provided to the Association without cost no later than  
24 November 1 of each school year.

25 8.5.2. The District shall supply the Association with a list of the names and addresses  
26 of all new unit members no later than one week after they have been hired (with  
27 the same exception as noted in 8.5.1)

28 **8.6. Release Time**

29 8.6.1. Association representatives shall have a total of ten (10) days of released time  
30 per year without loss of compensation for the duration of this contract to utilize  
31 for local, state or national conferences or for conducting other business

1           pertinent to Association affairs. These representatives shall be excused from  
2           school duties upon advance notification of their immediate supervisor by the  
3           Association President. Such time shall be taken in full or half day increments.

4       8.6.2.   The Association President will be released from assignment as determined by  
5           the Association. The cost for this will be covered in this fashion:

- 6           a.   The District will continue to pay the full salary and benefit cost of the  
7           President.
- 8           b.   In exchange for such release RPCEA shall reimburse the District for the  
9           full pro-rata cost of the President (salary, statutory benefits, and health and  
10          welfare benefits, if applicable) except for time spent when meeting and  
11          negotiating, and for the process of grievances.
- 12          c.   The Association will notify the District by June 15 as to the amount of the  
13          President's Release Time for the subsequent year.
- 14          d.   The District will notify the Association of the total cost of reimbursement  
15          by October 15 of the year affected.

16       **8.7.   Intra-District Meetings**

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

20       **8.8.   Post Faculty Meeting Communication**

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

23       **8.9.   Individual Contracts**

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

28       **8.10.   Printing of Agreement**

29           Within thirty (30) days of ratification of this Agreement by the Board and the  
30           Association, the district shall deliver to each unit member a copy of the collective  
31           bargaining agreement as an email link. In addition, the district shall provide the

1 Association president twenty (20) printed copies. The district will make available a  
2 printed copy to any unit member upon written request.

3 **8.11. Association Consultation Rights**

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

6 **8.12. Commission on Professional Competence**

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

10 **8.13. Assignment of Instructional Assistants**

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

13 **8.14. Assignment of Student Teachers/Counseling Interns**

14 The assignment of a student teacher or counselor shall be by mutual agreement between  
15 the supervising unit member, the District, and the college or university involved.  
16



1 **ARTICLE 9. DISTRICT RIGHTS**

2 **9.1. Management and Control**

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

6 **9.2. Emergency Powers**

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

1 **ARTICLE 10. PROCEDURE FOR GRIEVANCES**

2 **10.1. Definitions**

3 10.1.1. A “grievance” is an allegation by a unit member and/or the Association that  
4 he/she/it has been directly and adversely affected by a misapplication, a  
5 misinterpretation, or a violation of a specific provision of this Agreement.

6 10.1.2. A “grievant” is a unit member and/or the Association.

7 10.1.3. A “day” is a work day for the grievant. In the event of a group or an  
8 Association grievance, a “day” is a day on which the District Office is open for  
9 business.

10 **10.2. Informal - Step I**

11 10.2.1. Before filing a formal grievance, the grievant shall attempt to resolve it by an  
12 informal conference with the immediate supervisor.

13 **10.3. Formal - Step II**

14 10.3.1. If resolution is not achieved, the grievant, within twenty (20) days of the date  
15 the grievant knew or should have known of the occurrence of the act or  
16 omission giving rise to the grievance, may file a formal grievance on the  
17 prescribed form (Appendix C).

18 10.3.2. This statement shall be a clear, concise statement of the grievance, the specific  
19 section of the Collective Bargaining Agreement allegedly misinterpreted,  
20 misapplied or violated, the circumstances involved, the decision rendered at the  
21 informal conference, and the specific remedy sought.

22 10.3.3. Upon request of the grievant, a meeting shall be held between the immediate  
23 supervisor and the grievant.

24 10.3.4. Within ten (10) days of the filing of the grievance, the immediate supervisor  
25 shall send a written response to the grievant.

26 **10.4. Formal - Step III**

27 10.4.1. In the event that the grievant is not satisfied with the decision at Step II, the  
28 grievant may appeal the decision on the prescribed form to the Superintendent,  
29 or his/her designee, within ten (10) days after receiving the decision from Step  
30 II.

1 10.4.2. This statement shall include a copy of the original grievance and appeal, the  
2 decisions rendered, and a clear, concise statement of the reasons for the appeal.

3 10.4.3. Upon request of the grievant, the Superintendent or his/her designee shall meet  
4 with the grievant and his/her/its representative.

5 10.4.4. Within ten (10) days of the receipt of the appeal to Step III, the Superintendent  
6 shall transmit his/her written response to the grievant and the Association.

7 **10.5. Formal - Step IV - Mediation**

8 10.5.1. If the grievant is not satisfied with the response to the grievance or if no  
9 disposition has occurred within the timelines specified for Step III, the grievant  
10 may submit a request to the Association to refer the grievance to mediation.

11 If the Association agrees to refer the grievance to mediation, within twenty (20)  
12 days of receipt of the Step III response or the date on which the response was  
13 due, whichever is earlier, the Association shall request that the California State  
14 Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to  
15 resolve the grievance. The Association will provide a copy of its request for  
16 assignment of a mediator to the Superintendent.

17 In the event that the grievant, the Association and the Superintendent or her/his  
18 designee have not resolved the grievance with the assistance of the mediator  
19 within twenty (20) days from the first meeting held by the mediator, either the  
20 Association or the District may terminate mediation. If either Party or the  
21 mediator terminates mediation, the grievance may proceed to Step V. However,  
22 the Parties may mutually agree in writing to extend the mediation timelines.

23 **10.6. Formal - Step V – Arbitration**

24 10.6.1. If the grievant is not satisfied with the decision at Step III, and the Association  
25 does not request mediation, the grievant may request that the Association  
26 submit the grievance to an arbitrator.

27 If the grievance is submitted to mediation and mediation does not resolve the  
28 grievance, the grievant may request that the Association submit the grievance to  
29 arbitration.

30 The Association, by written notice to the Superintendent within twenty-five  
31 (25) days after receipt of the Step III decision or termination of mediation,

1           whichever is applicable, may submit the grievance to an arbitrator. The  
2           Association shall identify each aspect of the Superintendent's decision with  
3           which the grievant disagrees. If not submitted by the Association, the decision  
4           at Step III shall become final.

5           10.6.2. The parties shall select a mutually acceptable arbitrator. Should they be unable  
6           to agree on an arbitrator within fifteen (15) days of the Association's  
7           submission of the grievance to the arbitration, submission of the grievance shall  
8           be made to the California State Conciliation Services with a request that a list  
9           of arbitrators be submitted.

10          10.6.3. If a claim is raised regarding the ability to arbitrate the grievance as a result of  
11          the alleged violation of the terms of this Article, such claim shall be ruled on  
12          first by the arbitrator.

13          10.6.4. The decision of the arbitrator shall be based solely upon the evidence and  
14          arguments presented by the respective parties in the presence of each other, and  
15          upon arguments prescribed in briefs. The arbitrator shall have no power to alter,  
16          amend, change, add to, or subtract from any of the terms of this Agreement but  
17          shall determine only whether or not there has been a violation of an expressed  
18          term of this Agreement in the respect alleged in the grievance.

19          10.6.5. The Agreement constitutes a contract between the parties which shall be  
20          interpreted and applied by the parties and by the arbitrator in the same manner  
21          as any other contract under the laws of the State of California. The function and  
22          purpose of the arbitrator is to determine disputed interpretation of terms  
23          actually found in the Agreement or to determine disputed facts upon which the  
24          application of the Agreement depends.

25          10.6.6. The arbitrator's decision shall be in writing and shall set forth findings of fact,  
26          reasoning, and conclusions on the issues submitted. The arbitrator will be  
27          without power or authority to make any decision which requires the  
28          commission of an act prohibited by law or which is in violation of the terms of  
29          the Agreement. However, it is agreed that the arbitrator is empowered to  
30          include in any awards such financial reimbursement or other remedies as he  
31          judges to be proper. The decision of the arbitrator will be submitted to the

1 Superintendent and the Association and will be final and binding upon the  
2 parties of this Agreement.

3 10.6.7. All costs for the services of the arbitrator, including but not limited to, per diem  
4 expenses, his/her travel and subsistence expenses and the cost of any hearing  
5 room will be borne equally by the District and the Association. All other costs  
6 will be borne by the party incurring them.

7 **10.7. Miscellaneous**

8 10.7.1. No reprisals of any kind will be taken by the District, its employees, or agents  
9 against participants in the grievance procedure by reasons of such participation.

10 10.7.2. The grievant has the right to be represented at any step in this procedure by the  
11 Association; however, the Association shall be permitted to attend all grievance  
12 meetings to assure that the resolution of a grievance is not inconsistent with the  
13 terms of this Agreement.

14 10.7.3. The grievant, Association representative, and any necessary witnesses shall be  
15 granted release time to attend any hearings or meetings required by this  
16 grievance process.

17 10.7.4. All documents, communications, and records dealing with the processing of a  
18 grievance shall be filed in a separate grievance file at the District Office.  
19 Pending processing, and until a final determination has been reached, all  
20 proceedings shall be private, subject to the provisions of the Brown Act. The  
21 grievant or the Association shall be permitted to examine and/or obtain copies  
22 of materials in such grievance file.

23 10.7.5. Time limits at each step shall begin the day following receipt of written  
24 grievance, appeal or decision by the parties in interest. Such time limits can  
25 only be extended by mutual agreement of the Association and the District. For  
26 grievances not resolved within two weeks before the end of the grievant's work  
27 year, the parties may agree to hold the grievance in abeyance until the start of  
28 the subsequent work year.

29 10.7.6. If the parties agree that a grievance affects a group or class of unit members, the  
30 affected employee may submit such grievance in writing to the Superintendent  
31 directly, and the processing of such grievance shall commence at Step II.

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10.7.7. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

10.7.8. Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

10.7.9. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

1 **ARTICLE 11. WORKING CONDITIONS**

2 **11.1. Safety**

3 **11.1.1. Unsafe Conditions**

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

9 **11.1.2. Planning and Correction**

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

13 **11.1.3. Safety Committee**

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

17 **11.1.4. Voluntary Activities Applicability**

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

20 **11.1.5. Field Trips**

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

25 **11.1.6. Specialists Required**

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

1 the unit member, the parent (when appropriate), and appropriate specialist, to  
2 discuss the problem and to decide upon proper steps for its resolution.

3 **11.1.7. Safety Clothing**

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

6 **11.1.8. Reasonable Force**

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

10 **11.1.9. Student Discipline**

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

15 **11.2. Harassment and Abuse**

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

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

26 **11.3. Site Based Decision Making**

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



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

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

#### **11.4. Unit Member Travel**

11.4.1. Schedules of unit members who are assigned to more than one (1) school shall be arranged so that no such unit member shall be required, without consent, to engage in inter-school travel for more than twenty-five (25) miles per day. Such unit members shall be notified of any changes in their schedules at least five (5) school days prior to the proposed change.

11.4.2. Unit members who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all authorized travel at the current IRS rate for all driving done after arrival at the first location at the beginning of their work day.

11.4.3. Unit members who use their personal cars for authorized field trips or other authorized business of the District shall receive the benefits provided in Section 11.4.2.

#### **11.5. Itinerant Unit Members**

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

#### **11.6. Traveling Unit Member Stipend**

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

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

3 **11.7. Tuberculosis Certification**

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

1 **ARTICLE 12. FRINGE BENEFITS**

2 12.1. Effective October 1, 2008, the District and the Association joined California’s Valued  
3 Trust (CVT) to purchase medical, dental, and vision coverage. Effective October 1, 2011,  
4 the District shall contribute, per eligible member per month to CVT, up to eighty-five  
5 percent (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage,  
6 but not more than eighty-five percent (85%) of unit member’s elected plan’s cost.

7 Effective October 1, 2008, the District shall contribute, per eligible unit member per  
8 month to CVT, ninety percent (90%) of the amount established by CVT to provide  
9 dental, vision and life insurance for the plans agreed upon by the District and RPCEA.  
10 The level of coverage for each of the benefit plans is listed in Appendix B.

11 If it so chooses, the Association shall have the opportunity to identify new plans of  
12 coverage to be effective on October 1 of each year.

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

16 12.2. For unit members employed less than full-time who elect coverage, irrespective of the  
17 plan chosen, the District shall pay the percentage of the Kaiser Plan 4 composite  
18 premium that the employee works. (Example: If the employee works fifty percent (50%),  
19 the district shall contribute fifty percent (50%) of the Kaiser Plan 4 composite premium.)

20 12.3. Unit members may participate in an IRS Section 125 plan.

21 12.4. Eligible members are defined as those unit members who are employed on the first day of  
22 any month, excluding summer school teachers and unit members on unpaid leave who are  
23 not reimbursing the District for their benefits.

24 12.5. Coverage shall commence for new unit members on the first day of the month following  
25 the date of employment.

26 12.6. In the event that CVT should cease to operate during the full term of the contract, the  
27 District agrees to provide health and welfare benefits for unit members pursuant to  
28 Article 12.1 maintaining the existing level of coverage for each of the benefit plans listed  
29 in Appendix B.  
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1 **12.7. Medical Examinations and Tests**

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

4 **12.8. Retiree Benefits**

5 12.8.1. Unit members who retire with an effective date of June 30, 1993, or later and  
6 who have rendered fifteen (15) years full-time service with the District and are  
7 at least fifty-five (55) will receive medical benefits for unit member only, paid  
8 by the district for ten (10) years or to age sixty-five (65), whichever comes first.  
9 For the purposes of calculating full-time service, unit members who are  
10 employed at least sixty percent (60%) full time equivalent or greater in a school  
11 year will be credited with a full year of service.

12 12.8.2. Unit members who retire and who have rendered ten (10) years full-time  
13 service with the District and are at least fifty-five (55) will receive medical  
14 benefits for unit member only, paid by the District for five (5) years or to age  
15 sixty-five (65), whichever comes first. For the purposes of calculating full-time  
16 service, unit members who are employed at least sixty percent (60%) full time  
17 equivalent or greater in a school year will be credited with a full year of service.

18 12.8.3. Retiring unit members with at least ten (10) years of District service who do not  
19 meet the provisions of 12.8.2 or 12.8.3 shall be allowed to participate in the  
20 medical, dental, and vision insurance programs provided:

- 21 1. The retiree pays the full cost of the premiums on a quarterly basis.  
22 2. The carrier agrees to the continued participation.

23 12.8.4. Effective October 1, 2008, all unit members under sixty-five (65) eligible for  
24 District-paid medical benefits who retired on or before September 30, 2008,  
25 were transferred into a permanent “home plan” for the period of their district-  
26 paid medical coverage. The home plan for all retirees is Kaiser Plan 4. The  
27 District shall continue to contribute an amount equal to the cost of the Early  
28 Retiree single rate of their designated home plan for the period of time for  
29 which they are eligible as a District-paid retiree.

30 12.8.5. For all unit members under sixty-five (65) eligible for District-paid medical  
31 benefits pursuant to Article 12.8.2 or Article 12.8.3 who retire on or after

1           October 1, 2008, the District shall contribute an amount up to the Kaiser Plan 4  
2           Early Retiree single rate toward any medical plan available to active members.

3           12.8.6. Effective with the plan year commencing October 1, 2009, retirees will be  
4           provided an opportunity to participate in open enrollment. For unit members  
5           who retired on or before September 30, 2008, the district shall continue to  
6           contribute an amount equal to the cost of the Early Retiree single rate of their  
7           designated home plan. For unit members who retire on or after October 1, 2008,  
8           the District shall continue to contribute an amount up to the Kaiser Plan 4 Early  
9           Retiree single rate toward any medical plan available to active unit members.

10          12.8.7. Unit members eligible for District-paid medical benefits pursuant to Article  
11          12.8 who retired on or before September 30, 2008, and who move out of state  
12          may, if they choose, purchase medical coverage and be reimbursed by the  
13          District up to the cost of their medical home plan for the period of time for  
14          which they are eligible as a District-paid retiree.

15          12.8.8. Unit members eligible for District-paid medical benefits pursuant to Article  
16          12.8 who retired on or after October 1, 2008, and who move out of state may, if  
17          they choose, purchase medical coverage and be reimbursed by the District up to  
18          the Kaiser Plan 4 retiree rate for the period of time for which they are eligible as  
19          a District-paid retiree.

20          12.8.9. All unit members retiring at the end of a school year shall receive district  
21          contributions for employee and eligible dependents toward health and welfare  
22          benefits through August 31 of the year in which they retire.

23          12.8.10. The District shall notify the retirees one month prior to the end of the school  
24          year before retirement of his/her eligibility to obtain medical benefits pursuant  
25          to Article 12.

26        **12.9. Duration of Benefits**

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

1 **ARTICLE 13. PROFESSIONAL DUES OR FEES AND PAYROLL**  
2 **DEDUCTION**

3 **13.1. Authorized Deductions**

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

12 **13.2. Direct Cash Payments**

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

23 **13.3. Mandatory Deductions**

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

29 **13.4. No Charge to RPCEA**

30 There shall be no charge to the Association for mandatory agency fee deductions.  
31

1 **13.5. Nonmember**

2 **13.5.1. Nonmember Qualifications**

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

7 **13.5.2. Nonmember Fee Alternatives**

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

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

16 **13.5.3. Nonmember Proof of Payment**

17 Proof of payment and a written statement of objections along with verifiable  
18 evidence of membership in a religious body whose traditional tenets or teachings  
19 object to joining or financially supporting employee organizations, pursuant to  
20 13.5, shall be made on an annual basis to the District as condition of continued  
21 exemption from financial support of the Association.

22 **13.5.4. Nonmember Method of Payment**

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

28 **13.6. District Payment to RPCEA**

29 With respect to all sums deducted by the District pursuant to this Article, whether for  
30 membership dues or agency fee, the District agrees to promptly remit such monies to the  
31 Association accompanied by an alphabetical list of unit members for whom such

1 deductions have been made, categorizing them as to membership or nonmembership in the  
2 Association, and indicating any changes in personnel from the list previously furnished.

3 **13.7. Obligation of RPCEA to the District**

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

6 **13.8. Additional Authorized Deductions**

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

11 **13.9. Hold Harmless Provision**

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

19 **13.10. District Reimbursement**

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

24 **13.11. Effective Date**

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



1 **ARTICLE 14. LEAVES**

2 **14.1. Sick Leave**

- 3 14.1.1. Every unit member shall be entitled to ten (10) days of paid sick leave per year  
4 which shall be cumulative from year to year without limit.
- 5 14.1.2. A unit member who is absent shall have deducted from accumulated sick leave  
6 the amount of time absent in one-half (½) or full day increments.
- 7 14.1.3. Unit members shall be notified of their accumulated leave by no later than  
8 October 15 of each year.
- 9 14.1.4. Unit members who work less than full time shall receive sick leave in  
10 proportion that their work bears to a full-time work week.
- 11 14.1.5. Unit members will receive full pay for those days of absence covered in  
12 accumulated sick leave.
- 13 14.1.6. A sick leave day once commenced may not be reinstated as a working day  
14 unless prearranged with the site administrator.
- 15 14.1.7. Unit members will give notice of their impending absence to their immediate  
16 supervisor or designee during the workday preceding the absence or prior to  
17 7:00 A.M. of the day in which sick leave is to be utilized.
- 18 14.1.8. Except in an emergency situation or if otherwise agreed to by the unit members  
19 and site administrator, unit members on sick leave shall, prior to the end of the  
20 workday in which sick leave was utilized, indicate their intent to return to duty  
21 the following day.
- 22 14.1.9. The District may require verification of illness by the unit member’s physician  
23 or practitioner if the member has been on sick leave for five (5) or more  
24 consecutive days. Additionally, the District may require verification by a unit  
25 member’s physician or practitioner of the absence of less than five (5) calendar  
26 days if the District has reason to believe that the absence may not have been  
27 used for proper illness/accident leave purposes. The District shall pay any fees  
28 charged by the unit member’s physician or practitioner which are not otherwise  
29 covered by insurance incurred by the unit member in meeting this District-  
30 initiated requirement.  
31

1           **14.1.10. Disabled Veteran Sick Leave**

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

14          **14.2. Personal Necessity**

15          14.2.1. Definition: Personal necessity leave shall be for situations which the unit  
16          member cannot reasonably be expected to anticipate or disregard and which  
17          cannot be taken care of outside the workday.

18          14.2.2. A unit member may use, at his/her election during any school year, not more  
19          than ten (10) days of accumulated sick leave in the case of personal necessity.  
20          The unit member shall not be required to secure advance permission for leave,  
21          but when possible shall provide notification.

22          **14.3. Industrial Accident and Illness**

23          14.3.1. An industrial accident or illness as used in this paragraph is defined as an  
24          illness or injury which qualifies under state worker's compensation insurance as  
25          being work connected.

26          14.3.2. Such leave at full pay for the District assignment shall be for sixty (60) work  
27          days, if necessary, during which the schools of the District are required to be in  
28          session or when the unit member would otherwise have been performing work  
29          for the District in any one fiscal year for the same industrial accident. Such  
30          leave would commence on the first day of absence and when the sixty (60)  
31          work days will overlap into the next fiscal year, the unit member shall be

1 entitled to only the unused amount remaining at the end of the fiscal year in  
2 which the illness or injury occurred for the same illness or injury. Such leave  
3 shall not be accumulated from year to year.

4 14.3.3. Payment of wages lost any day shall not, when added to an award granted the  
5 unit member under worker's compensation laws of the State, exceed the normal  
6 wages for the day.

7 14.3.4. If the unit member fails to endorse to the District any wage loss disability  
8 indemnity check received on account of the industrial accident or illness  
9 provided above, the District shall deduct from the unit member's salary warrant  
10 the amount of such disability indemnity actually paid to and retained by the unit  
11 member.

12 14.3.5. Industrial accident leave will be reduced by one day for each day of the  
13 authorized absence regardless of a compensation award made under worker's  
14 compensation.

15 14.3.6. Any unit member receiving benefits under this Section, during the period of  
16 injury or illness shall remain in California unless the District authorizes travel  
17 outside the State.

#### 18 **14.4. Bereavement**

19 14.4.1. Every unit member shall be entitled to three (3) days of paid leave of absence  
20 per death, or five (5) days if travel outside the State of California or over three  
21 hundred miles within the State of California per death, on account of any  
22 member of his/her immediate family.

23 14.4.2. Members of the immediate family means the mother, father, grandmother,  
24 grandfather, or a grandchild of the unit member or of the spouse of the unit  
25 member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or  
26 sister of the unit member, or any person living in the immediate household of  
27 the unit member.

28 14.4.3. In unusual circumstances, the Superintendent may extend this leave. Should the  
29 District refuse to grant an extension of this leave upon application by the unit  
30 member, the unit member shall have the right to use the days allowed under  
31 personal necessity leave.

1 **14.5. Pregnancy Disability Leave**

2 14.5.1. The District shall provide for leave of absence from duty for any unit member  
3 who is required to be absent from duties because of pregnancy, miscarriage,  
4 childbirth, and recovery therefrom. The length of the leave of absence,  
5 including the date on which the unit member shall resume duties, shall be  
6 determined by the unit member and the unit member's physician.

7 14.5.2. Disability caused or contributed to by pregnancy, miscarriage, childbirth and  
8 recovery therefrom are, for all job-related purposes, temporary disabilities and  
9 shall be treated as such under any health or temporary disability insurance or  
10 sick leave plan available in connection with employment by the District. This  
11 leave commences with the onset of the disability due to pregnancy.

12 14.5.3. The unit member may claim sick leave pay and/or extended disability pay for  
13 no more than the period of time when the unit member's physician certifies in  
14 writing that she was actually physically disabled from performing her duties  
15 because of pregnancy, miscarriage, childbirth, or recovery therefrom.

16 14.5.4. A letter from the unit member's physician indicating the expected date of birth  
17 of the child shall accompany the request for leave. This leave is not intended to  
18 provide for periods of rest prior to or following childbirth or for child care. At  
19 least sixty (60) days prior to the expected birth of the child, the unit member  
20 shall submit to the District a physician's statement noting the expected date of  
21 birth. A unit member may continue to work until the onset of physical disability  
22 as verified in writing by the unit member's physician by a form provided by the  
23 District.

24 14.5.5. This Article shall not preclude a unit member from also applying for maternity  
25 leave pursuant to section 14.6, below.

26 14.5.6. Except as provided herein, disability due to pregnancy or childbirth shall be  
27 treated for all purposes as would another temporary disability.

28 14.5.7. Requests for maternity leave shall be submitted in writing, addressed to the  
29 Board and delivered to the Human Resources Department at least sixty (60)  
30 days prior to the desired commencement date of the leave or by February 15, if

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

3 14.5.8. The unit member's request for leave shall specify the inclusive dates the unit  
4 member desires to have the leave.

5 14.5.9. The District Office and the unit member requesting maternity leave shall meet  
6 and make an effort to adjust the inclusive dates of the requested leave in order  
7 to coincide with the natural breaks in the school calendar.

8 **14.6. Unpaid Maternity Leave**

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

12 **14.7. Parental Leave**

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

16 **14.8. Child-Bonding Leave**

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

19 **14.9. Parental Leave with Pay**

20 14.9.1. Unit members may elect to utilize up to 12 weeks of sick leave and extended  
21 sick leave (differential leave) for child bonding leave occasioned by the birth of  
22 the unit member's child, or the placement of a child with the unit member in  
23 connection with the unit member's adoption or foster care of the child as  
24 provided by the California Family Rights Act (CFRA).

25 14.9.2. Unit members who have been employed for at least 12 months are eligible to  
26 take this leave.

27 14.9.3. For birthing mothers, the 12-week child bonding leave will not commence until  
28 the conclusion of any pregnancy disability leave. For non-birthing parents, the  
29 12-week child bonding leave shall commence on the first day of such leave.

1 14.9.4. The leave must be completed within one calendar year/twelve months of the  
2 birth, adoption or placement. As permitted by law, the leave may also be taken  
3 intermittently within the year.

4 14.9.5. Pursuant to Education Code section 44977.5, if the unit member exhausts  
5 his/her accumulated sick leave prior to expiration of the 12 week child bonding  
6 leave, s/he shall be entitled to differential pay as defined in Education Code  
7 section 44977.5 for the balance of the 12 week period.

8 14.9.6. When possible, the unit members must provide the District at least thirty (30)  
9 calendar days prior notice of intent to take child bonding leave, except in the  
10 case of emergency or unforeseen circumstances.

11 14.9.7. A Unit Member on leave under this provision shall not forfeit his or her  
12 probationary or permanent status.

13 14.9.8. A Unit Member's health benefits will continue while on leave under this  
14 provision.

15 **14.10. Military**

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

19 **14.11. Legislation**

20 14.11.1. A unit member who is elected to the State Legislature, Congress, or a school  
21 board in another district shall be entitled to an unpaid leave of absence for the  
22 length of his/her term of office.

23 14.11.2. The unit member on such leave shall notify the District of his/her intended  
24 return at least six (6) weeks in advance.

25 14.11.3. The unit member on such leave shall be entitled to return to employment at the  
26 end of the leave.

27 **14.12. Inservice**

28 A site administrator may provide up to three (3) days of paid leave each school year for  
29 the purpose of improving the unit member's performance.  
30  
31

1 **14.13. Jury or Witness Duty**

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

8 **14.14. Health**

9 14.14.1. The District may grant a unit member, upon request, a paid leave for health  
10 reasons. Such leave shall be for a minimum of one semester and a maximum of  
11 one school year.

12 14.14.2. A statement by the unit member's physician to the effect that the unit member  
13 is entitled to such leave shall be furnished at the District's request.

14 14.14.3. The unit member shall notify the District of his/her intended return date at least  
15 two (2) weeks in advance.

16 14.14.4. Health leave shall be granted if a unit member is temporarily unable to perform  
17 his/her services because of illness, accident or quarantine.

18 **14.15. Extended Illness**

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

27 **14.16. Study**

28 14.16.1. The District may grant a unit member an unpaid leave of absence to pursue  
29 educational improvement and advancement, including travel or pursuit of  
30 personal enrichment. Such leave shall be for a minimum of one semester and a  
31 maximum of one year.

1 14.16.2. A unit member shall apply to the District for such leave no later than six (6)  
2 weeks before its anticipated commencement.

3 **14.17. Unpaid Leave**

4 14.17.1. Any unit member may, upon request, be granted a leave of absence without pay  
5 for a period not to exceed two (2) consecutive years (730 calendar days). Such  
6 leaves shall not be unreasonably denied.

7 14.17.2. At the conclusion of a granted leave of up to one (1) year, the unit member shall  
8 be placed in the same site and grade level if elementary, or department if  
9 secondary, that he/she held when the leave was granted, subject to Article 7.

10 14.17.3. The District shall have the right to hire a permanent employee to fill any unpaid  
11 leave vacancy which exceeds 365 consecutive days. If, however, the District  
12 chooses to fill the vacancy with a temporary employee, the unit member shall  
13 be placed in the same site and assignment held when the leave was granted,  
14 subject to Article 7.

15 14.17.4. At the conclusion of an extended leave of absence (more than 365 consecutive  
16 days), during which the District filled the vacancy with a permanent or  
17 probationary employee, the unit member shall be offered a position within the  
18 District for which the unit member is qualified.

19 **14.18. Sabbatical**

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

22 **14.18.1. Types of Sabbaticals**

23 14.18.1.1. Study, independent research, or special project by the member which  
24 will benefit the schools and the pupils of the District.

25 14.18.1.2. Travel by the unit member which will benefit the schools and pupils  
26 of the District.

27 **14.18.2. Application Procedure**

28 14.18.2.1. A unit member who has served the District for seven (7) consecutive  
29 years is eligible to apply for sabbatical leave. The number of unit  
30 members absent on sabbatical in any year shall not exceed two  
31 percent (2%).



1 14.18.2.2. Request for sabbatical leave shall be submitted to the Superintendent  
2 or his/her designee, in writing by January 1 of the school year prior  
3 to leave. The decision of the Board shall be made by March 1.

4 **14.18.3. Conditions for Sabbatical**

5 14.18.3.1. Every unit member granted a leave of absence for sabbatical may be  
6 required to perform such services during the leave as the Board and  
7 the unit member may agree upon in writing, and the unit member  
8 shall receive such compensation during the period of the leave as the  
9 Board and the unit agree upon in writing, which compensation shall  
10 not be less than the difference between the salary of the unit member  
11 on leave and the salary of a substitute employee in the position which  
12 the employee held prior to the granting of the leave. However, in lieu  
13 of such difference, the unit member may elect to receive one-half (1/2)  
14 of his/her salary.

15 14.18.3.2. Health and welfare benefits approved for the bargaining unit shall be  
16 paid by the District while the unit member is on sabbatical leave.

17 14.18.3.3. Upon application for sabbatical leave, the unit member agrees to  
18 return to service in the District for a term of two (2) years. With prior  
19 Board approval, the unit member may delay his/her return.

20 14.18.3.4. The unit member shall be required to furnish a suitable bond  
21 indemnifying the Board against loss in the event the that unit  
22 member fails to return to service in the District or that he/she fails to  
23 complete the two (2) years' service obligation.

24 **14.18.4. Return from Sabbatical Leave**

25 14.18.4.1. Within forty-five (45) days after returning from the sabbatical leave,  
26 the unit member shall file with the District Office for transmission to  
27 the Board a written report describing the research or travel, or a  
28 transcript of units taken and completed by the applicant.

29 14.18.4.2. Sabbatical leave shall count as a year of experience on the salary  
30 schedule and shall apply toward retirement.

1 14.18.4.3. All approved academic credits earned by a unit member on leave are  
2 applied, upon his/her return to full-time teaching, to his/her group  
3 classification on the salary schedule.

4 14.18.4.4. Whenever possible, the placement of the unit member upon his/her  
5 return shall be at the school and position where he/she held a  
6 position. Placement in another school and/or position shall be  
7 governed by the transfer and reassignment policy.

8 14.18.4.5. Sick leave will neither accumulate to the unit member nor be charged  
9 against him/her while on sabbatical leave.

#### 10 **14.19. Family Care Leave**

11 14.19.1. Any unit member, including temporary unit members, who have served 75% of  
12 the days schools were in session the preceding year shall be granted, upon  
13 application, unless an undue hardship exists (see 14.19.10) unpaid family care  
14 leave.

15 14.19.2. Family care leave may be used for the following reasons:

- 16 1. The birth of the unit member's child and in order to care for the child.
- 17 2. The placement of a child with the unit member in connection with the unit  
18 member's adoption of the child.
- 19 3. The serious illness of the unit member's child.
- 20 4. The serious health condition of the unit member's parent or spouse.  
21 "Serious health condition" means an illness, injury, impairment, or  
22 physical or mental condition which warrants the participation of a family  
23 member to provide care during a period of the treatment or supervision  
24 and involves either:
  - 25 a) Patient care in a hospital, hospice, or residential health care facility; or
  - 26 b) Continuing treatment or continuing supervision by a health care  
27 provider.

28 14.19.3. For purposes of this leave, "child" means a biological, adopted or foster child, a  
29 stepchild, a legal ward, or a child of a person standing in loco parentis as long  
30 as the child is under 18 years of age or an adult dependent child. For purposes

1 of this leave, “parent” means a biological, foster or adoptive parent, a  
2 stepparent, or a legal guardian.

3 14.19.4. Family care and medical leave shall not exceed twelve (12) work weeks during  
4 any twelve (12) month period. This twelve (12) month period shall begin from  
5 the date the unit member's family care and medical leave begins.

6 14.19.5. Immediately prior to and during the period of Family Care Leave, the District  
7 shall allow the unit member to elect to use his/her accrued sick leave or any  
8 other paid or unpaid leave provided in the contract or in law. The use of such  
9 leaves shall not be interpreted so as to shorten family care leave even though it  
10 extends the duration of the absence of the unit member beyond the term of the  
11 Family Care Leave. If the unit member does not elect to use his/her accrued  
12 sick leave or any other paid leave provided in the contract or in law, the Family  
13 Care Leave shall be granted as unpaid leave.

14 14.19.6. The unit member shall continue to be entitled to participate in health plans,  
15 pension and retirement plans, and supplemental unemployment benefit plans to  
16 the same extent and under the same conditions as apply to an unpaid leave  
17 taken for any other purpose.

18 14.19.7. The unit member shall retain his/her employee status with the District during  
19 the leave period, and the leave shall not constitute a break in service for  
20 purposes of longevity, seniority, or any employee benefit plan. Unit members  
21 who are granted such leave shall be employed in the same or comparable  
22 position upon return from family care leave.

23 14.19.8. If a unit member’s need for family care leave is foreseeable, he/she shall give  
24 the District reasonable advance notice. If leave is needed for a planned medical  
25 treatment or supervision, the employee shall make a reasonable effort to  
26 schedule the treatment or supervision to avoid disruption of school or District  
27 operations. This scheduling shall be subject to the health care provider’s  
28 approval.

29 14.19.9. A unit member’s request for leave to care for a child, spouse, or parent who has  
30 a serious health condition shall be supported by a certification from the health  
31 care provider of the person requiring care. This certification shall include:

- 1           1.    The date on which the serious health condition began.
- 2           2.    The probable duration of the condition.
- 3           3.    An estimate of the amount of time the health care provider believes the
- 4                 employee needs to care for the person requiring care.
- 5           4.    A statement that the serious health condition warrants the participation of
- 6                 a family member to provide care during a period of the treatment or
- 7                 supervision of the person requiring care.

8           If additional leave is needed when the time estimated by the health care provider

9           expires, the unit member shall provide recertification as specified above.

10          14.19.10. The District may refuse to grant a request for family care leave if this refusal is

11                 necessary to prevent undue hardship to school or District operations. The Fair

12                 Employment and Housing Commission is required to adopt regulations which

13                 specify what constitutes undue hardship. The District agrees to be bound by

14                 such regulations in making its determination.

15          14.19.11. The District shall not refuse to hire and shall not discharge, fine, suspend,

16                 expel, or discriminate against any unit member because he/she exercises the

17                 right to family care leave or because he/she gives information or testimony

18                 related to his/her or another person's family care leave in an inquiry related to

19                 family leave rights.

20          14.19.12. The District shall not be required to grant a unit member and the other parent of

21                 the child family care leave totaling more than the amount specified in 14.19.4,

22                 nor to grant an employee family care leave for any period of time in which the

23                 child's other parent is also taking family care leave from employment or is

24                 unemployed.

25          **14.20. Miscellaneous**

26          14.20.1. Unless otherwise provided in this Article, placement in another school and/or

27                 position shall be governed by the transfer and reassignment policy.

28          14.20.2. Unit members on paid leave shall continue to accrue sick leave and receive

29                 health and welfare benefits unless otherwise provided for in this Agreement.

30          14.20.3. Unit members on unpaid leaves of absence may continue their health and

31                 welfare benefits if prepaid by the member.

1  
2

14.20.4. Step increases shall be granted if the unit member is on paid leave or active work status for 60% of the school year.

1 **ARTICLE 15. WAGES**

2 **15.1. Pay Options**

3 15.1.1. Unit members will be paid each month in which they render service in their  
4 regular assignments. Unit members who begin working after the payroll cutoff  
5 date may receive that month’s pay in the following month.

6 15.1.2. Unit members whose regular assignment is less than twelve months may elect  
7 to participate in the Deferred Net Pay (DNP) program by submitting an  
8 authorization form to the Business Office prior to the unit member’s first  
9 workday. A unit member may change his or her pay option by submitting a  
10 written request to the Payroll Department prior to the first work day of the unit  
11 member’s work year. Under the DNP, for unit members paid over eleven  
12 months, 8 1/3% of the unit member’s net pay will be withheld each month, or  
13 16 2/3% for unit members paid over 10 months. The withheld amount will be  
14 issued to the unit member in a separate payment in June of the effective school  
15 year. The determination of “net pay” is subject to requirements of the Sonoma  
16 County Office of Education.

17 **15.2. Salary Schedule**

18 Salary schedules are identified in Appendices

#	<u>Appendix Title</u>	<u>Formerly</u>
A	Fully Credentialed Beginning Teachers	A
A1	Non-Fully Credentialed Beginning Teachers	A1
A2	Speech and Language	AA1
A3	Counselor	AAAA
AA	Extra Duty for Academics	AAA
AA1	Extra Duty for Athletics	AAA
AA2	Annual Site or Program Stipends	AAAAA

27 Salary schedules A, A1, A2, A3, AA, AA1, AA2, AAA, but not the stipend subscripts,  
28 shall be increased by 2% effective January 1, 2018 and 2% effective July 1, 2018. In  
29 addition, increase salary schedules in Appendices A and A1 in proportion to the increase  
30 in the work year by 3 professional development days (182 to 185 days) beginning in  
31 2018-2019.

- 1 15.2.1. Effective July 1, 1996, no teacher will be hired and placed in Column A or B of  
2 Appendix A. Unit members in column A or B prior to July 1, 1996, will be  
3 allowed to progress through these columns pursuant to the provisions of 15.2.5
- 4 15.2.2. Effective July 1, 1997, column C of Appendix A will be truncated after Step 11  
5 and Column D of Appendix A will be truncated after Step 15. Unit members in  
6 1996-97 on Column C, Step 11 or higher or Column D, Step 15 or higher will  
7 be allowed to progress through these columns pursuant to the provisions of  
8 15.2.5.
- 9 15.2.3. Initial Placement - Experience credit shall be allowed for service experience in  
10 the nation's accredited public or private schools if accomplished while holding  
11 a credential required for that assignment. Credit shall be allowed on a year-for-  
12 year basis with a maximum initial placement of ten (10) years, Step 11 on the  
13 salary schedule.
- 14 15.2.4. Initial step placement must be substantiated at the time of employment.  
15 Transcripts, verification of experience, and school accreditation must be  
16 submitted to the District within twenty-one (21) days (or a mutually agreed  
17 upon time) of actual employment. No credit will be granted at a later date for  
18 units, degrees, or experience previously earned which were not claimed on the  
19 application for employment.
- 20 **15.2.5. Step Advancement**
- 21 15.2.5.1. Unit members who, in any one year, work at least sixty percent  
22 (60%) of the full-time equivalent (FTE) number of days school is in  
23 session shall be credited with one year of experience.
- 24 15.2.5.2. Unit members exercising a fifty percent (50%) shared contract shall  
25 receive fifty percent (50%) of the salary increment.
- 26 **15.2.6. Class Placement, Reclassification, and Professional Development Credits**
- 27 15.2.6.1. Semester units of college work (three quarter units equal two  
28 semester units) are the basis for granting credit.
- 29 15.2.6.2. Only units obtained after the Bachelor's Degree and the teaching  
30 credential and approved by the appropriate Administrator shall be  
31 counted. It is intended that the units approved shall be:

1. In the unit member's major or minor field;
2. In the area of the unit member's present assignment; or
3. In an area which increases the unit member's flexibility relevant to the needs of the school or District.

15.2.6.3. Professional development credit will be given for any appropriate activity which meets the professional development needs of the unit member. Professional development activities include activities paid for by the unit member or the District and take place on the unit member's time or on the District's time.

Appropriate professional development activities include the following:

1. Presenting or attending conferences, classes, and/or workshops.
2. Coordinating or chairing a specific District-wide activity, such as the Coddington Public Schools Week, for which a stipend is not given.
3. Writing District curriculum for which a stipend is not given.
4. Participation on a designated District committee, which meets the professional development needs of the unit member.

15.2.6.4. One unit of credit is given for each 15 hours of professional development activity.

15.2.6.5. Approval of units for movement on the salary schedule by Site and District Administrator is required but may be obtained before, during, or after the professional development activity. If approval is sought after the class, approval must be obtained within one calendar year of the first date of the activity.

15.2.6.6. If more than one credential has been obtained, units for class placement shall be counted from the date of first issuance of a credential authorizing service in the original position held in the District.

15.2.6.7. Transcripts or grade cards of all college work must be on file in the Human Resources Office. Salary placement is made based on



1 transcripts or grade cards in the file or a record of units earned under  
2 15.2.6.3.

3 15.2.6.8. If sufficient additional semester units or Master’s Degree are filed  
4 with the Human Resources Office by October 1, the unit member’s  
5 salary placement will be corrected to reflect the higher salary  
6 placement. Unit members will be paid an additional stipend for one  
7 and only one advanced degree (Master’s degree, Doctorate degree)  
8 beyond the Bachelor’s degree earned from an accredited university.  
9 The additional stipend will reflect the highest advanced degree  
10 awarded the unit member.

11 15.2.6.9. All units and professional growth credit must be submitted to Human  
12 Resources within one calendar year of the date the activity is  
13 completed.

14 **15.3. Bilingual/EL Stipend Certification**

15 An annual stipend referenced on Appendix A shall be paid to unit members who are  
16 bilingual Spanish, as demonstrated by an assessment of reading, writing, and speaking  
17 skills, or native speaker in Spanish, or to unit members who hold LDS, CLAD/BCLAD,  
18 ELD, or SDAIE credentials or certification under SB 1969 or SB 395 or are credentialed  
19 to teach Spanish, either by single subject credential or by supplementary authorization.

20 **15.4. Counselors/Work Experience Coordinators**

21 Counselors and work experience coordinators employed by the District shall be placed on  
22 the Counselor/Work Experience Coordinator’s Salary schedule in accordance with their  
23 respective training and experience.

24 15.4.1. Duty Days: 192

25 **15.5. Speech and Language Therapist Salary Schedule**

26 15.5.1. Duty days: 187 effective 7/1/17

27 15.5.2. Speech and Language Therapists shall be placed on the Speech and Language  
28 Therapist Salary Schedule in accordance with their respective training and  
29 experience.

30 **15.6. Special Assignments**

31 **15.6.1. Intramural**

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

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

5 This duty shall be performed beyond the school day.

6 **15.6.2. Elementary**

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

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

12 **15.6.3. Department Chairpersons and Team Leaders**

13 15.6.3.1. Base pay for high school department chairs and middle school team  
14 leaders or department chairs is reflected on Appendix A. The  
15 position of Department Chair shall be open to any permanent unit  
16 member in that department who teaches at least three (3) periods in  
17 the department. A department must consist of at least six (6)  
18 members for the chair to be shared by two (2) unit members, and ten  
19 (10) unit members to be shared among three (3) unit members. A unit  
20 member may chair or co-chair only one (1) department at any one (1)  
21 time. The selection of department chairs shall be made by the  
22 majority vote of the unit members in the department, one (1) unit  
23 member, one (1) vote. This vote shall be taken and reported to the  
24 principal by June 1, with service dates from July 1 through June 30.

25 15.6.3.2. If a librarian is required to attend department chair meetings, the  
26 librarian will be paid the department chair stipend with no allowance  
27 for sections.

28 15.6.4. Rates of compensation at either the elementary or secondary level for other  
29 such extra-duty assignments deemed necessary by the District but not  
30 specifically listed above, shall be established by negotiations between the

1 Association and the District. This includes unit members teaching  
2 home/hospital and independent study teachers.

3 15.6.5. Retroactive: For other assignments, if not paid because of oversight, the  
4 RPCEA members must make their claim on a case-by-case basis within a three  
5 (3) year period of time from which the error was made.

6 **15.7. Extra Duty Schedule (See Appendix AA, AA1)**

7 Step Placement on Extra Duty Salary Schedule

8 15.7.1. Step means years of experience in the specific special assignment with the  
9 Cotati-Rohnert Park Unified School District.

10 15.7.2. A unit member who is moved to a special assignment in the same field having a  
11 higher base compensation range shall be allowed up to five (5) years of  
12 experience credit for service rendered the District in a special assignment in the  
13 same field having a lower base compensation, e.g. Middle School Band to High  
14 School Band.

15 15.7.3. A unit member who is moved to a special assignment in the same field that has  
16 a lower base compensation shall be given full experience credit for services  
17 rendered the District in a special assignment in the same field having a higher  
18 base compensation.

19 15.8. Any grant funded extra duty assignments shall be compensated at the extra-duty rate  
20 unless negotiated otherwise.

1 **ARTICLE 16. EFFECTS OF LAYOFF**

2 16.1. A layoff, for the purposes of this article, shall be an involuntary separation from active  
3 service of a probationary or permanent unit member for reasons as set forth in the  
4 Education Code.

5 16.2. Layoffs shall be made on a District-wide basis in inverse order of seniority, in accordance  
6 with the applicable provisions of the Education Code.

7 16.3. In calculating a unit member’s seniority, up to one (1) year's credit for service as a  
8 temporary unit member immediately prior to employment in a probationary position shall  
9 be counted pursuant to the provisions of Education Code section 44918(a).

10 Unit members with the same initial date of service shall have their seniority number  
11 determined by specific criteria based on the needs of the District. To this end, the needs  
12 of the District and its students will be best served by using the following criteria in  
13 establishing the order of seniority described above.

14 a. Credentials and experience to teach or serve in a particular program or provide a  
15 particular service of need by the District (e.g., bilingual, special education,  
16 math/science.)

17 Rating = +1 per credential, +1 per year of experience

18 b. Years of experience previous to current employment as a full-time credentialed  
19 teacher in a probationary/permanent K-12 teaching situation in a public school

20 Rating = +1 per year

21 c. Credentials that permit supplementary authorizations

22 Rating = +1 per supplementary authorization

23 d. Number of teaching and/or specialist service credentials

24 Rating = +1 per credential

25 e. Earned degrees beyond the B.A. or B.S. level. (e.g. masters, doctorate)

26 Rating = +1 per degree

27 f. Multiple language skills relevant to District need (Spanish)

28 Rating = +1 if eligible for District Bilingual Spanish Stipend on Appendix A

29 g. Preliminary v. Clear/Life Credentials

30 Rating = +1 per preliminary, +2 = Clear/Life credential

31 h. National Board Certification

1           Rating = +1 per certification

2           In the event the common day hires have equal qualifications based on application of the  
3           above criteria, the District will then break ties by utilizing a lottery.

4           The lottery shall be conducted in the presence of at least two (2) Association  
5           representatives. Once the lottery is used to determine a unit member's seniority, that  
6           seniority number shall remain in effect for the unit member while employed in the  
7           District.

8   16.4.   An employee who elects separation in lieu of his/her bumping or assignment into a  
9           different grade shall maintain his/her reemployment rights as defined under this article.

10 16.5.   Before a layoff occurs, the District shall provide a current seniority list to the  
11           Association.

12 16.6.   Permanent laid off unit members shall have first priority for filling any vacancies which  
13           occur for up to thirty-nine (39) months following the effective date of his/her layoff while  
14           probationary laid off unit members shall have such rights for up to twenty-four (24)  
15           months.

16 16.7.   If such vacancies occur, then the District shall notify the most senior laid off unit member  
17           with a credential allowing him/her to teach the vacant subject(s) or grade(s).

18 16.8.   The notices shall be sent by registered letter to the laid off unit member's current mailing  
19           address on file with the District.

20 16.9.   The District shall notify individuals of offers of employment in accordance with the  
21           Education Code.

22           The laid off unit member shall notify the District of his/her acceptance within five (5)  
23           working days. The laid off unit member shall have the right to decline one vacancy offer.

24           A second refusal shall cause him/her to be removed from the recall list.

25 16.10.  A permanent or probationary unit member who is laid off and is subsequently  
26           reemployed shall retain that seniority earned prior to the effective date of layoff.

27 16.11.  A permanent or probationary unit member who is laid off and is subsequently  
28           reemployed by the District shall retain that sick leave earned and unused at the time of  
29           separation but only if that sick leave is still available.

- 1 16.12. Unit members who are laid off shall receive two (2) additional paid personal leave days  
2 in order to seek new employment opportunities. These days shall be taken prior to the last  
3 day of school.
- 4 16.13. Unit members who are laid off shall be able to credit time served prior to the layoff for a  
5 computation of credit toward longevity pay rate upon reemployment.
- 6 16.14. Unit members who are laid off and subsequently employed by the District as substitutes  
7 shall be called for such substitute duty on the basis of their seniority within the District at  
8 the time of layoff, the most senior being called first. Unit members employed as  
9 substitutes during layoff shall be paid the appropriate substitute rate of pay for the first 20  
10 days. Commencing on the twenty-first (21st) day, unit members shall be paid their  
11 regular rate of pay on a per diem basis for all days that they worked as a substitute in the  
12 District.
- 13 16.15. The District will notify unit members regarding their COBRA rights.
- 14 16.16. The District shall reimburse unit members who are to be laid off for the expenses  
15 involved in seeking other employment. This amount shall not exceed \$250.00. This  
16 amount shall be paid after September 1, of the year of the layoff. Unit members who  
17 retire or find other employment prior to September 1 of that year shall not be eligible for  
18 this payment.
- 19 16.17. If a unit member is assigned to a non-bargaining unit position within the District, that unit  
20 member does not accrue seniority for the purposes of this Article while working on such  
21 an assignment.

1 **ARTICLE 17. EARLY RETIREMENT INCENTIVE PROGRAMS**  
2 **(ERIPS)**

3 17.1. Three (3) **Early Retirement Incentive Programs** are available to qualified unit  
4 members who choose to retire early. Unit members may participate in only one of the  
5 following programs. Early retirement consultant and non-consultant incentive programs  
6 shall terminate on June 30 of the school year in which the retiree attains the age of sixty-  
7 five (65).

8 17.1.1. The District will send ERIP information to potentially eligible unit members in  
9 the spring of every year with descriptions and timelines of programs provided  
10 for under this article.

11 17.1.2. Applications for all three (3) early retirement programs must be submitted to  
12 the District Human Resources Department.

13 **17.2. Early Retirement Consultant Program**

14 17.2.1. The unit member must have completed at least ten (10) years full-time  
15 employment with the District.

16 17.2.2. The unit member must be at least fifty-five (55) years old and no older than  
17 sixty-three (63) to be eligible for the Consultant ERIP.

18 17.2.3. The unit member who selects this program must submit an application to the  
19 Human Resources Department by November 1 of the year he/she plans to retire.  
20 The application shall contain the proposal of the retiree. A committee  
21 composed of two administrators and three elected unit members shall review  
22 the applications and make recommendations to the Board. The District shall  
23 respond following the last Board meeting in December.

24 17.2.4. Within thirty calendar days of acceptance into the program by the District, the  
25 unit member shall submit and have accepted, his/her notice of retirement to be  
26 effective July 1.

27 17.2.5. Contracts will be in effect for three years. Consultants may apply for renewal  
28 annually for up to two additional years as in 17.2.3.

29 17.2.6. The contract shall require no more than thirty (30) days service per year.  
30 Beginning with unit members who retire in or after June, 1992, early retirees  
31 shall receive a maximum compensation of \$9,225.

1 17.2.7. The retiree and the District will arrive at a mutually acceptable contract that  
2 does not include supervising duties or the evaluation of bargaining unit  
3 members.

4 17.2.8. Up to seven (7) unit members may be accepted into the program each year.

5 **17.3. Early Retirement Non-Consultant Program**

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

8 17.3.1. Unit members who apply for this Early Retirement Program must have a  
9 minimum of ten (10) years' service in the District in a position requiring  
10 certification, of which at least five (5) years were full time and the immediately  
11 preceding five (5) years were at least half time or its cumulative equivalent.

12 17.3.2. Applicants must have reached the age of 55, but not reach the age of 60, by the  
13 actual date of retirement.

14 17.3.3. Applications must be submitted to the District Human Resources Department  
15 by January 15. The District will notify unit members by February 15 of  
16 acceptance or denial into this program. This program shall be limited to the first  
17 five qualifying applications submitted each year. Date and time of application  
18 shall be determined by receipt at the District Human Resources Department.  
19 The District has the option to accept more than five participants into this  
20 program.

21 17.3.4. Within thirty calendar days of acceptance into the program by the District, the  
22 unit member shall submit and have accepted his/her notice of retirement to be  
23 effective July 1.

24 17.3.5. The total compensation that is available under this program is based on the age  
25 of the participant at the time of entry into the program, as follows:

<u>Retirement Age</u>	<u>Years Benefit</u>	<u>Total Benefits</u>
27 55	10	\$30,000
28 56	8	24,000
29 57	6	18,000
30 58	4	12,000
31 59	2	6,000



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

5 17.3.6. New applicants will be accepted into this program every year in accordance  
6 with the provisions of Article 17.3 as long as the program continues to  
7 represent an overall cost savings to the District.

#### 8 **17.4. Part-time Employment with Full Retirement Credit**

##### 9 **17.4.1. Provisions**

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

##### 14 **17.4.2. STRS**

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

##### 17 **17.4.3. Age**

18 The unit member must have reached the age of 55.

##### 19 **17.4.4. Length of Employment**

20 The unit member must have been employed full-time in a position requiring  
21 certification for at least ten (10) years, of which the immediately preceding five  
22 (5) years were full-time employment.

##### 23 **17.4.5. Optional Part-time Employment**

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

##### 28 **17.4.6. Salary**

29 The unit member shall be paid a salary which is the pro-rata share of the salary  
30 the member would be earning had the member not elected to exercise the option  
31 of part-time employment, but shall retain all other rights and benefits for which

1 the unit member makes the payments that would be required if the unit member  
2 remained in full-time employment. The unit member shall receive fringe  
3 benefits as if employed full time.

4 **17.4.7. Minimum Part-time Employment**

5 The minimum part-time employment shall be the equivalent of one-half (1/2) of  
6 the number of days of service required by the unit member's contract of  
7 employment during the final year of service in a full-time position.

1 **ARTICLE 18. SPECIAL EDUCATION**

2 **18.1. Subcontracting**

3 The parties agree that the duties and work performed by the unit members as described in  
4 Article 2, Recognition, shall be performed only by said members except where other  
5 additional resources are needed by the District.

6 **18.2. Professional Development**

7 18.2.1. As the District designs and implements professional development for unit  
8 members, the Association shall have the opportunity to provide input on the  
9 concerns of unit members related to students with special needs.

10 18.2.2. Professional Development shall include but not be limited to how unit members  
11 can meet the needs of special education students in the special and general  
12 education settings, to modify curriculum, and develop and implement behavior  
13 plans.

14 18.2.3. When possible, any such professional development activities shall be  
15 accomplished during unit member's regular work day.

16 **18.3. Student Referrals and Placement in General Education Classroom**

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

18 18.3.1. Elementary and secondary general education teachers and secondary counselors  
19 receive a copy of the relevant sections of a student's Individual Education  
20 Program (IEP) within five (5) school days of the student's placement in the  
21 teacher's classroom or on the counselor's caseload.

22 18.3.2. Request review of an IEP of a student in the general education teacher's  
23 classroom. Any such request shall be submitted to the student's case manager.

24 18.3.3. As appropriate, be a member of the IEP team for a student assigned to his/her  
25 classroom. Whenever possible, IEP meetings will be held during the unit  
26 member's regular work day.

27 18.3.4. If a student engages in disruptive behavior, the teacher shall utilize appropriate  
28 intervention procedures, and if necessary, request assistance from the  
29 administration.

30 18.3.5. Appropriate training shall be provided for general education teachers to meet  
31 the needs of students with IEP's assigned to their classrooms.

1 **18.4. Resource Specialists**

2 18.4.1. Will be assigned a caseload consistent with state requirements. If the state  
3 requirements change, the parties will reopen negotiation on this section.

4 18.4.2. Will be assigned instructional assistants as mandated and funded by state  
5 requirements.

6 18.4.3. Will not be assigned to teach or substitute in a regular class. This is not to be  
7 construed as prohibiting a Resource Specialist from working in a regular class  
8 with the regular teacher in the implementation of a student’s IEP.

9 18.4.4. Whenever possible, the District will provide release time to attend meetings  
10 regarding development, assessment, and/or implementation of IEPs of students  
11 assigned to his/her caseload.

12 18.4.5. The regular classroom teacher and special education service providers shall  
13 mutually develop the instructional methods to be utilized in the implementation  
14 of the IEP of a student assigned to a regular classroom.

15 **18.5. Special Day Class Teachers**

16 18.5.1. Will be assigned instructional assistants as mandated and funded by state  
17 requirements.

18 18.5.2. Will attend meetings regarding the development, assessment, and/or  
19 implementation of the IEPs of a student assigned to his/her caseload.

20 **18.6. Nurse Services**

21 18.6.1. Credentialed nurse services shall be available to each site. Unit members shall  
22 follow existing school regulations in dispensing, administering, or supervising  
23 the taking of medication by a student or performing medical procedures for a  
24 student. Refer to Board Policy and Regulation 5141.21.

25 **18.7. Speech and Language Therapist Services**

26 18.7.1. The site administrator may release the SLP from site based Professional  
27 Development and Staff meetings if the site administrator determines that the  
28 content is not pertinent to the SLP.

29 **18.8. Special Education Teachers Preparation and Release Time**

30 18.8.1. Special education teachers shall have the same amount of preparation time as  
31 general education teachers at their site.

1 18.8.2. Special education teachers may request release time from their site  
2 administrator in order to conduct assessments, write reports, and prepare for  
3 IEP meetings. Such release time shall not exceed a total of three (3) workdays  
4 per school year and may only be taken when the administrator can provide  
5 adequate coverage for the teacher's regular assignment.

6 **18.9. Instructional Assistants**

7 18.9.1. Special education teachers may provide input to the evaluator of the  
8 instructional assistant who works with the teacher.

9 **18.10. Class Size/Caseload**

10 When possible the District will maintain the following caseloads. A caseload is defined  
11 as the number of student IEPs the teacher is responsible for managing:

12 18.10.1. Moderate/Severe Special Day Class 12 students

13 18.10.2. Learning Center Teacher Caseload 28 students

1 **ARTICLE 19. PUBLIC CHARGES**

2 **19.1. Definition**

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

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

13 **19.2. Mandatory Procedures and Guidelines**

14 **Step 1**

15 19.2.1. A public charge must be reported to the unit member by the administrator  
16 receiving the complaint within five (5) weekdays excluding holidays, of receipt.  
17 Otherwise, the complaint cannot be used against the unit member nor copies of  
18 same kept in any file.

19 **Step 2**

20 19.2.2. Upon request, the unit member shall be given time during the duty day, without  
21 salary deduction, to meet with the immediate supervisor and a representative of  
22 the unit member's choice to review the complaint.

23 **Step 3**

24 19.2.3. If either the complainant, the involved unit member, the immediate supervisor  
25 and/or bargaining unit representative, believes the public charge allegations  
26 warrant a meeting, the immediate supervisor shall attempt to schedule a  
27 meeting with the complainant in an attempt to resolve the matter. An  
28 Association representative may be present at the request of the unit member.

29 19.2.3.1. If the complainant refuses or is unable to attend the meeting, AND  
30 refuses to submit a written public charge to the unit member's

1 immediate supervisor, the matter shall be dropped and all records  
2 associated with the complaint shall be destroyed.

3 19.2.3.2. If the complainant refuses or is unable to attend the meeting BUT  
4 submits a written public charge to the unit member's immediate  
5 supervisor, the original of the written public charge must be offered  
6 to the unit member and a copy retained by the immediate supervisor.

7 **19.3. When Solution is Attainable**

8 19.3.1. If the immediate supervisor and/or the Superintendent find the public charge to  
9 be largely or wholly unsubstantiated, all record of it shall be destroyed.

10 19.3.2. If the immediate supervisor and/or the Superintendent and the unit member  
11 agree that some part (s) of the public charge are accurate, but a mutually  
12 acceptable resolution of the problem is achieved, the supervisor and the  
13 employee shall sign a written summary of the resolution. The supervisor and  
14 the unit member shall each retain a copy of the summary.

15 **19.4. When Solution is Unattainable**

16 19.4.1. If, after working with the immediate supervisor and the Superintendent, no  
17 mutually acceptable resolution has been reached, the following procedures shall  
18 be followed.

19 19.4.1.1. The unit member shall prepare a written response to the written  
20 public charge.

21 19.4.1.2. The response shall be attached to any/all copies of the public charge,  
22 placed in a sealed envelope, dated and labeled "CONFIDENTIAL -  
23 NOT TO BE OPENED EXCEPT FOR PURPOSES OF  
24 ADMINISTRATIVE HEARING FOR DISMISSAL."

25 19.4.1.3. Four years from the date on the envelope, if there has been no  
26 recurrence of the matter, the contents shall be void, and, upon written  
27 request of the unit member, the envelope and its contents shall be  
28 destroyed in the presence of the unit member and a representative of  
29 the unit member's choice.

**ARTICLE 20. SUMMER SCHOOL**

20.1. All unit members employed in summer school shall have a valid California teaching credential.

20.2. The hourly rate for summer school is identified on Appendix AA.

20.3. Responsibility for obtaining a substitute will rest with the summer school teacher in cooperation with the summer school administrator. The site administrator will maintain a current list of substitutes available for summer employment.

20.4. First priority for hiring of summer school teachers will be provided to currently employed permanent, probationary, or temporary teachers.

20.5. One day per session of sick leave will be provided to summer school teachers.

20.6. The summer school work day for unit members will be five (5) hours inclusive of one (1) hour preparation time.

20.7. There will be one District-paid non-student workday for unit members employed in summer school.

20.8. Professional dues shall be determined by the Association and collected by the District.

20.9. Hourly unit members employed in summer school covered by this article shall have rights under this Agreement only as expressly provided in this Article. Unit members covered under this Article shall have the full benefits provided in Articles:

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



1	24.....Completion of Meet & Negotiation/Savings
2	26.....Duration

1 **ARTICLE 21. LOCAL OPTION PROCESS**

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

5 21.1. Proposals for waiver shall first be discussed with the Association and District in a consult  
6 session.

7 21.2. Waivers must be approved by a two-thirds (2/3) vote of the unit members at that school.

8 21.3. In addition to the approval in 21.2 above, both the Association and the District must  
9 approve any waiver before it can become effective.

10 21.4. All waivers granted under the provisions of this Local Option Process shall remain in  
11 effect only for the school year in which they are initiated, but they can be renewed on a  
12 year-to-year basis using the same procedure as stated in 21.2 and 21.3 above, and shall  
13 not set a precedent for other sites or other groups at the site.

14 21.5. The parties acknowledge that, should a grievance be filed by a unit member challenging  
15 the granting of a waiver, the Association is the only party who may move the grievance  
16 to arbitration (Article 10.5.1).

1 **ARTICLE 22. PERSONAL AND ACADEMIC FREEDOM**

2 22.1. The District is committed to the philosophy that all instruction shall be fair, accurate,  
3 objective, and appropriate to the age and maturity of the students and sensitive to the  
4 community needs and the needs of our diverse cultures and heritages. Unit members shall  
5 be guaranteed academic freedom provided they meet their obligation to teach the District  
6 curriculum which they are assigned to teach.

7 22.2. In addition to the Board adopted curriculum materials, unit members are free to use  
8 supplementary instructional materials to enhance their programs as long as said material  
9 is relevant to the course content and within the scope of the law.

10 22.3. The personal life of a unit member is not an appropriate concern of the District for  
11 purposes of evaluation or disciplinary action unless it prevents the unit member from  
12 performing his/her duties.

1 **ARTICLE 23. JUST CAUSE / DUE PROCESS RIGHTS**

2 23.1. If California Education Code 44932 et seq. is deleted, the parties agree to meet and  
3 negotiate contract language immediately.

1 **ARTICLE 24. COMPLETION OF MEET AND NEGOTIATION /**  
2 **SAVINGS**

3 **24.1. Complete Agreement**

4 This document constitutes the full Agreement between the parties. During the term of this  
5 Agreement, the Association expressly waives and relinquishes the right to meet and  
6 negotiate and agrees that any subject or matter whether or not referred to or covered by  
7 this Agreement, even though such subject or matter may not have been within the  
8 knowledge or contemplation of either or both the District or the Association at the time  
9 they met and negotiated on and executed this Agreement, and even though such subjects  
10 or matters were proposed and later withdrawn, except as provided by the terms of this  
11 Agreement.

12 **24.2. Agreement Supersedes**

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

15 **24.3. Savings**

16 If any provision of this Agreement or any application thereof to any unit member is held  
17 by a court of competent jurisdiction to be contrary to law, then such provisions or  
18 applications will be deemed invalid to the extent required by such court decision, but all  
19 other provisions or applications shall continue in full force and effect. The parties shall  
20 meet not later than ten (10) days after such court decision to renegotiate the provision or  
21 provisions affected.

1 **ARTICLE 25. PEER ASSISTANCE AND REVIEW**

2 **25.1. Introduction**

3 25.1.1. The Association and the District believe that all teachers should focus on  
4 continuous improvement in professional practice and that teachers can benefit  
5 from the assistance and review of colleagues. Therefore, the Association and  
6 the District have established a teacher peer assistance and review program  
7 (PAR), making available the skills of exemplary teachers to help teachers  
8 develop as professionals. Peer assistance may be provided to non-permanent  
9 teachers through an approved teacher induction program. PAR will be provided  
10 to teachers who choose to participate voluntarily or to permanent teachers who  
11 are referred to the program because of an unsatisfactory evaluation.

12 25.1.2. The Association and District agree that the first priority of the program shall be  
13 providing assistance to Referred Teachers. The second priority of the program  
14 shall be funding the Beginning Teacher participant cost for the Beginning  
15 Teacher Support and Assessment (BTSA) program (for 2000-01 this cost is  
16 \$2,000 per Beginning Teacher) or in the event that BTSA is eliminated or  
17 modified, the Beginning Teacher participant cost for a successor state-approved  
18 teacher induction program. Following the support to these programs, the  
19 remaining funds may be used for activities such as supporting voluntary teacher  
20 participants, staff development programs open to all teachers, and support for  
21 new district teachers not eligible for BTSA.

22 25.1.3. The District has notified the State Superintendent of Schools that it plans to  
23 implement the PAR program pursuant to AB1X on July 1, 2000. The District  
24 and Association agree to implement PAR effective July 1, 2000, in accord with  
25 this article, using 1999-2000 as a planning year.

26 **25.2. Definitions**

27 25.2.1. Participating Teacher: The four types of participating teachers are Referred,  
28 Volunteer, Beginning, and New District Teacher.

29 25.2.1.1. Referred Teacher is a permanent unit member who has received a  
30 final overall rating of Unsatisfactory on the Final Evaluation  
31 Summary in the prior year. The unit member shall be referred to the

1 PAR program to improve his/her instructional techniques or  
2 methodologies and subject matter knowledge.

3 25.2.1.2. Voluntary Participating Teacher is any permanent classroom teacher  
4 who volunteers to participate in the program for the purpose of  
5 obtaining peer assistance from a Consulting Teacher to enhance the  
6 quality of instruction in the classroom.

7 25.2.1.3. Beginning Teacher is a teacher in the first or second year of his/her  
8 career.

9 25.2.1.4. New District Teacher is a teacher new to the District, not eligible for  
10 BTSA, who is within his/her first two (2) years of employment in  
11 CRPUSD.

12 25.2.2. Classroom Teacher is a credentialed teacher including but not limited to general  
13 education, Resource Specialist, BECL, and Special Day Class teachers.

14 25.2.3. Consulting Teacher is a permanent exemplary classroom teacher who is  
15 selected by the Joint Panel to provide assistance to Referred, Voluntary and/or  
16 New District Teachers.

17 25.2.4. Support Provider is a permanent exemplary classroom teacher who meets the  
18 BTSA Support Provider standards and is selected by the Beginning Teacher.

19 **25.3. Joint Panel**

20 25.3.1. The Joint Panel serves as the governing body of the PAR Program, which  
21 includes the organization and coordination of PAR activities, BTSA, and staff  
22 development activities pursuant to Education Code 44506 (b).

23 25.3.2. A Joint Panel shall be established only if a Referred Teacher is identified by  
24 June 1 of the school year preceding the need for the Joint Panel. The Joint Panel  
25 will be composed of four (4) teachers [two (2) K-5 teachers, one (1) 6-8  
26 teacher, and one (1) 9-12 teacher], and three (3) administrators [one (1) K-5,  
27 one (1) 6-12, and one (1) appointed at large.]

28 25.3.2.1. The Association and District shall each select one alternate panel  
29 member to serve in the event of a professional or personal conflict of  
30 interest regarding a Referred Teacher. The alternate shall serve the  
31 remainder of the year(s) when a conflict of interest exists.

1 25.3.2.2. The Association is responsible for selecting four (4) Association  
2 representatives to serve as Joint Panel members. Initially, two (2)  
3 classroom teacher panel members shall serve for three (3) years and  
4 two (2) shall serve for two (2) years. All subsequent terms shall be  
5 for three (3) years.

6 25.3.2.3. The Superintendent shall appoint the administrator panel members.  
7 Initially, two (2) administrator panel members shall serve for three  
8 (3) years and one (1) shall serve for two (2) years. All subsequent  
9 terms shall be for three (3) years.

10 25.3.3. For the 2000-01 school year, Joint Panel members shall be chosen no later than  
11 November 10, 2000. In subsequent years, Joint Panel members shall be chosen  
12 no later than June 30 of the year preceding their service.

13 25.3.4. The Joint Panel shall make all decisions through consensus except for the  
14 selection of Consulting Teachers, which shall be done by majority vote.

15 25.3.4.1. For purposes of this article consensus consists of three (3) possible  
16 responses: “yes”, “no”, “can live with”. “Can live with” is an  
17 affirmative vote.

18 25.3.4.2. No action can be taken if there is a “no” vote.

19 25.3.5. Five (5) of the seven (7) Joint Panel members will constitute a quorum for the  
20 purposes of meetings and conducting business.

21 25.3.6. Panel members will participate in training to understand PAR and beginning  
22 teacher training programs, as well as formative assessment.

23 25.3.7. The Joint Panel shall be responsible for the following:

- 24 1. Establishing its own meeting schedule.
- 25 2. Adopting rules and procedures to effect the provisions of this program.  
26 Said rules and procedures will be consistent with the provisions of this  
27 Agreement, and to the extent there is an inconsistency, the Agreement will  
28 prevail.
- 29 3. Receiving necessary training to implement the PAR Program.
- 30 4. Selecting Consulting Teachers by June 1 for the following year, depending  
31 upon need.



- 1 5. Maintaining confidentiality of applications and recommendations and  
2 using them for the sole purpose of selecting Consulting Teachers.
- 3 6. Making available only the panel's written recommendation for placement  
4 in the Referred Teacher's personnel file.
- 5 7. Forwarding only the names of Referred Teachers who do not successfully  
6 participate in the PAR program to the Superintendent.
- 7 8. Evaluating annually the efficacy of the PAR program in order to improve  
8 the program.
- 9 9. Carrying over any unexpended funds remaining in the PAR Program  
10 Budget at the end of the fiscal year to the following year as permitted by  
11 law.
- 12 10. Submitting an annual budget for approval by the Governing Board of the  
13 Cotati-Rohnert Park Unified School District.
- 14 11. Complying with state guidelines and directives regarding record keeping  
15 or other state-mandated compliance issues.
- 16 25.3.8. All proceedings and materials related to PAR and all personnel matters shall be  
17 strictly confidential. Such confidential information may be disclosed only to the  
18 Joint Panel, Referred Teacher, and Principal/Evaluator.
- 19 25.3.9. Joint Panel members shall be provided ten (10) days release time for training  
20 regarding their duties and observations of Consulting Teacher applicants. All  
21 Joint Panel members shall be compensated in the amount of \$3000 per year.  
22 Alternates will not be compensated, unless they replace a regular Joint Panel  
23 Member. For the purposes of initiating the Program during 2000-01 an  
24 additional stipend shall be \$1000.
- 25 25.3.10. A member of the Joint Panel may not serve as a consulting teacher or a support  
26 provider during his/her tenure on the Joint Panel.

#### 27 **25.4. Consulting Teachers**

- 28 25.4.1. Classroom teachers shall file an application to become a Consulting Teacher no  
29 later than September 1 in any year in which the Joint Panel is convened and  
30 shall meet the following qualifications:

- 1 1. Be a permanent classroom teacher who spends not less than sixty percent  
2 (60%) of the hours per year normally spent in instruction by regular  
3 classroom teachers at his/her grade level in direct instruction of pupils.
- 4 2. Possess substantial recent experience in classroom instruction of not less  
5 than eight (8) years, with a minimum of four (4) years in the Cotati-  
6 Rohnert Park Unified School District.
- 7 3. Demonstrate exemplary teaching ability which includes effective  
8 communication skills, ability to work cooperatively and effectively with  
9 others, subject matter knowledge and the mastery of a range of teaching  
10 strategies to meet pupil needs in different contexts; demonstrate strength  
11 in instructional strategies, classroom management, planning and  
12 organization for teaching and principles of learning.
- 13 4. Possess knowledge of and a commitment to the California Standards for  
14 the Teaching Profession.
- 15 5. Submit one (1) letter of recommendation from his/her administrator, one  
16 (1) letter of recommendation from a RPCEA site representative, and two  
17 (2) letters of recommendation from colleagues who have direct knowledge  
18 of the applicant's ability to work with/or assist peers. (All applications and  
19 recommendations will be kept confidential and used solely for the purpose  
20 of selecting Consulting Teachers.)
- 21 25.4.2. After initial training, the Joint Panel may recommend the Consulting Teachers  
22 take additional training.
- 23 25.4.3. The Consulting Teacher and Principal/Evaluator are expected to maintain a  
24 cooperative relationship in the PAR process.
- 25 25.4.4. The term of the Consulting Teacher shall be two (2) years, and he/she may not  
26 serve in the position for more than two (2) consecutive terms.
- 27 25.4.5. If no Consulting Teacher is available in the District it shall be the responsibility  
28 of the Joint Panel to provide one. A Memorandum of Understanding between  
29 the District and RPCEA shall be required.
- 30 25.4.6. The Consulting Teacher shall log the dates, times, and instructional area  
31 worked on with the Referred Teacher. The log shall not be evaluative. It shall

1 be submitted to the Joint Panel and the Referred Teacher and shall not be made  
2 available for placement in the personnel file.

3 25.4.7. The Consulting Teacher shall provide periodic written feedback to the Referred  
4 Teacher for discussion and review. The Consulting Teacher shall submit the  
5 final written report to the Referred Teacher to receive his or her input and  
6 signature before the Consulting Teacher submits the report to the Joint Panel.  
7 The Referred Teacher's signature does not mean agreement; rather that he/she  
8 has received a copy of the report. The Referred Teacher shall have the right to  
9 submit a written response, within twenty (20) days, and have it attached to the  
10 final report. The Referred Teacher shall also have the right to request a meeting  
11 with the Joint Panel, and to be represented at this meeting by the Association  
12 Representative of his or her choice.

13 25.4.8. The Consulting Teacher's final written report shall make recommendations to  
14 the Joint Panel in regard to the Referred Teacher's progress in the PAR  
15 Program. The report shall be that the Referred Teacher did or did not participate  
16 fully in Peer Assistance, and one (1) of the following:

- 17 1. Is making progress and continued participation in PAR is recommended;
- 18 or
- 19 2. Has made significant progress and continued participation in PAR is not  
20 needed; or
- 21 3. Has not made progress in PAR and is not recommended to continue in the  
22 Program.

23 25.4.9. A Consulting Teacher shall not participate in the formal District evaluation of  
24 any Referred Teacher.

25 25.4.10. The Consulting Teacher shall be paid an annual base stipend of \$500 and an  
26 additional stipend according to the following assignments:

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

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

4 25.4.11. The Joint Panel and the Consulting Teacher shall mutually determine the  
5 Consulting Teacher's caseload.

6 25.4.12. A Consulting Teacher shall work with no more than:  
7 one (1) Referred Teacher  
8 or three (3) Voluntary Participating Teachers  
9 or two (2) New District Teachers

## 10 **25.5. BTSA Support Provider**

11 25.5.1. A Support Provider shall be a permanent, classroom teacher who meets BTSA  
12 Support Provider requirements.

13 25.5.2. A Support Provider will have no term limits.

14 25.5.3. The Joint Panel and the BTSA Support Provider shall mutually determine the  
15 Support Provider's caseload.

16 25.5.4. A BTSA Support Provider shall work with no more than two (2) BTSA  
17 participants.

18 25.5.5. The BTSA Support Provider shall be paid an annual stipend identified on  
19 Appendix AA-2.

20 25.5.6. The BTSA Support Provider shall be selected by the Beginning Teacher with  
21 whom he/she will be working.

22 25.5.7. The NCBTP-funded stipend for the BTSA Support Provider for the 2002-2003  
23 school year is \$810.00. This is in addition to the stipend paid to the support  
24 provider from Peer Assistance and Review funds pursuant to Article 25.5.5 of  
25 the Collective Bargaining Agreement.

## 26 **25.6. Referred Teacher**

27 25.6.1. The Referred Teacher shall be provided:

28 25.6.1.1. Multiple PAR Consulting Teacher observations during classroom  
29 instruction of not less than six (6), and shall have both pre-  
30 observation and post-observation conferences.

- 1                   25.6.1.2. A Referred Teacher may prioritize his or her choice of Consulting  
2                   Teachers from a list of Consulting Teachers provided by the Joint  
3                   Panel; however, the Joint Panel makes the final determination. A  
4                   Referred Teacher may elect to change his or her Consulting Teacher  
5                   up to six (6) weeks after the first meeting between the Consulting  
6                   Teacher and Referred Teacher.
- 7                   25.6.1.3. Reasonable training and other support as needed to assist  
8                   improvement in teaching skills and knowledge.
- 9                   25.6.1.4. Performance goals for participating teachers in writing, clearly  
10                  stated, aligned with pupil learning and consistent with Education  
11                  Code Section 44662 (Stull Bill provision).
- 12                  25.6.1.5. The right to submit a written response within twenty (20) days and  
13                  have it attached to any report by the Consulting Teacher and/or Joint  
14                  Panel.
- 15                  25.6.1.6. The right to request a meeting with the Joint Panel with the right to  
16                  have representation.
- 17                  25.6.1.7. A Consulting Teacher who shall not participate in the evaluation of  
18                  the Referred Teacher.
- 19                  25.6.2. All communication between the Consulting Teacher and the Referred Teacher  
20                  shall be confidential and shall not be shared by the Consulting Teacher with  
21                  others, including the site principal, the evaluator, or the Joint Panel, without the  
22                  written consent of the Referred Teacher.

23 **25.7. Beginning Teacher**

- 24                  25.7.1. Beginning teachers will participate in the BTSA Program in accordance with  
25                  state mandates.
- 26                  25.7.2. A beginning teacher shall select his or her own support provider.
- 27                  25.7.3. All communication between the Support Provider and the Beginning Teacher  
28                  shall be confidential and shall not be shared by the Support Provider with  
29                  others, including the site principal, the evaluator, or the Joint Panel, without the  
30                  written consent of the Beginning Teacher.
- 31

1 **25.8. New District Teacher**

2 25.8.1. New District Teachers will have the option of participating in the PAR  
3 Program.

4 25.8.2. All communication between the Consulting Teacher and the New District  
5 Teacher shall be confidential and shall not be shared by the Consulting Teacher  
6 with others, including the site principal, the evaluator, or the Joint Panel,  
7 without the written consent of the New District Teacher.

8 25.8.3. A New District Teacher may terminate his or her participation in the PAR  
9 program at any time. Terminating participation will not be reflected in any  
10 evaluation nor any report.

11 **25.9. Voluntary Participating Teacher**

12 25.9.1. Any teacher will have the option of volunteering to participate in the PAR  
13 Program.

14 25.9.2. All communication between the Consulting Teacher and the Voluntary  
15 Participating Teacher shall be confidential and shall not be shared by the  
16 Consulting Teacher with others, including the site principal, the evaluator, or  
17 the Joint Panel, without the written consent of the Voluntary Participating  
18 Teacher.

19 25.9.3. A Voluntary Participating Teacher may terminate his or her participation in the  
20 PAR program at any time. Terminating participation will not be reflected in any  
21 evaluation nor any report.

22 **25.10. Miscellaneous Provisions**

23 25.10.1. The District shall defend and hold harmless individual Panel members and  
24 Consulting Teachers from any lawsuit or claim arising out of the performance  
25 of their duties under this Program as provided by the California Government  
26 Tort Claims Act.

27 25.10.2. Functions performed under this provision by bargaining unit members shall  
28 constitute neither management nor supervisory functions.

29 25.10.3. The Association and the District shall jointly monitor the development and  
30 implementation of this program. The provisions of PAR shall be reviewed

1 annually by June 1. Revisions, if necessary, shall occur with the mutual  
2 agreement of the District and RPCEA.

3 25.10.4. Any income from NCBTP not used for these stipends will be used by the Peer  
4 Assistance and Review Joint Panel to support the District BTSA program.

5 25.10.5. Any stipends or statutory benefits costs not covered by the NCBTP funds will  
6 be paid from the Peer Assistance and Review budget administered by the Joint  
7 Panel.

8 **25.11. Summary**

9 25.11.1. The program shall be designed so that participants shall expect and are strongly  
10 encouraged to have a cooperative relationship between the Consulting Teacher  
11 and the principal/evaluator with respect to the process of PAR. The principal  
12 shall retain the responsibilities for evaluation pursuant to Article 3 of this  
13 Agreement.

14 25.11.2. This article shall be in compliance with the Education Code requirements  
15 regarding Peer Assistance and Review (PAR). Based upon legislative  
16 modification or deletion of the PAR program, the Association and the District  
17 agree to negotiate the effects of these actions.

18 25.11.3. If the amounts actually paid to the District by NCBTP differs from the amounts  
19 originally provided to the District by NCBTP, the parties will meet and  
20 negotiate new stipends.

21 **25.12. Budget**

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

27 **25.13. Dispute Resolution Procedures**

28 25.13.1. The following italicized subsections of this article shall be subject to the  
29 grievance procedures outlined in Article 10 of this Agreement.

30 25.13.1.1. For the 2000-01 school year, Joint Panel members shall be chosen no  
31 later than November 10, 2000. In subsequent years, Joint Panel

1 members shall be chosen no later than June 30 of the year preceding  
2 their service.

3 25.13.1.2. A Consulting Teacher shall not participate in the formal District  
4 evaluation of any Referred Teacher.

5 25.13.1.3. The Consulting Teacher shall be paid an annual base stipend of \$500  
6 and an additional stipend according to the following assignments:

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

7 25.13.1.4. The stipend is based on full year participation for a Referred Teacher.

8 If staff participates less than the above term, the stipend will be pro-  
9 rated, one month equaling one-ninth (1/9) of full year stipend.

10 25.13.1.5. A Consulting Teacher shall work with no more than:

- 11 one (1) Referred Teacher
- 12 or three (3) Voluntary Participating Teachers
- 13 or two (2) New District Teachers

14 25.13.1.6. A BTSA Support Provider shall work with no more than two (2)  
15 BTSA participants.

16 25.13.1.7. The BTSA Support Provider shall be paid an annual stipend  
17 according to the following assignments:

- 18 *BTSA Support Provider:*
- 19 *\$1,000 for one BTSA participant*
- 20 *\$500 for second BTSA participant*

21 25.13.2. The dispute resolution procedures outlined in 25.13.3 will be used when a  
22 Referred Teacher alleges that he/she has been directly and adversely affected by  
23 a misapplication, a misinterpretation, or a violation of the following provisions  
24 of this article, Peer Assistance and Review.



1           25.13.2.1. The Consulting Teacher shall log the dates, times, and instructional  
2           area worked on with the Referred Teacher. The log shall not be  
3           evaluative. It shall be submitted to the Joint Panel and the Referred  
4           Teacher and shall not be made available for placement in the  
5           personnel file.

6           25.13.2.2. The Consulting Teacher shall provide periodic written feedback to  
7           the Referred Teacher for discussion and review. The Consulting  
8           Teacher shall submit the final written report to the Referred Teacher  
9           to receive his or her input and signature before the Consulting  
10          Teacher submits the report to the Joint Panel. The Referred Teacher's  
11          signature does not mean agreement; rather that he/she has received a  
12          copy of the report. The Referred Teacher shall have the right to  
13          submit a written response within twenty (20) days and have it  
14          attached to the final report. The Referred Teacher shall also have the  
15          right to request a meeting with the Joint Panel, and to be represented  
16          at this meeting by the Association Representative of his or her  
17          choice.

18          25.13.2.3. The Consulting Teacher's final written report shall make  
19          recommendations to the Joint Panel in regard to the Referred  
20          Teacher's progress in the PAR Program. The report shall be that the  
21          Referred Teacher did or did not participate fully in Peer Assistance,  
22          and one (1) of the following:

- 23           1. Is making progress and continued participation in PAR is  
24           recommended; or
- 25           2. Has made significant progress and continued participation in  
26           PAR is not needed; or
- 27           3. Has not made progress in PAR and is not recommended to  
28           continue in the Program.

1           **25.13.3. Referred Teacher**

2           25.13.3.1. The Referred Teacher shall be provided:

3           25.13.3.2. Multiple PAR Consulting Teacher observations during classroom  
4                           instruction of not less than six (6), and shall have both pre-  
5                           observation and post-observation conferences.

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

12           25.13.3.2.2. Reasonable training and other support as needed to assist  
13                           improvement in teaching skills and knowledge.

14           25.13.3.2.3. Performance goals for participating teachers in writing,  
15                           clearly stated, aligned with pupil learning and consistent with  
16                           Education Code Section 44662 (Stull Bill provision).

17           25.13.3.2.4. The right to submit a written response within twenty (20)  
18                           days and have it attached to any report by the Consulting Teacher  
19                           and/or Joint Panel.

20           25.13.3.2.5. The right to request a meeting with the Joint Panel with the  
21                           right to have representation.

22           25.13.3.2.6. A Consulting Teacher who shall not participate in the  
23                           evaluation of the Referred Teacher.

24           25.13.3.2.7. All communication between the Consulting Teacher and  
25                           the Referred Teacher shall be confidential and shall not be shared by  
26                           the Consulting Teacher with others, including the site principal, the  
27                           evaluator, or the Joint Panel, without the written consent of the  
28                           Referred Teacher.

29           **25.14.**

30           25.14.1. The dispute resolution procedures outlined in 25.13.2 will be used when a  
31                           Referred Teacher alleges that he/she has been directly and adversely affected by

1 a misapplication, a misinterpretation, or a violation of the following provisions  
2 of this article, Peer Assistance and Review.

3 25.14.2. Dispute Resolution Procedures

4 25.14.2.1. Only a Referred Teacher may file an appeal regarding his or her  
5 participation in the Peer Assistance and Review Program.

6 25.14.2.2. The content of the Consulting Teacher's log and written report  
7 described in subsection 25.4.6, 25.4.7, and 25.4.8 are not subject to  
8 these procedures.

9 25.14.2.3. Within twenty (20) days of the date the Referred Teacher knew or  
10 should have known of the occurrence of the act or omission giving  
11 rise to the appeal, he or she may submit a letter to the Superintendent  
12 or designee who will date stamp the letter and forward it to the  
13 members of the Joint Panel within three (3) days.

14 25.14.2.4. The letter shall identify the specific subsections of the article that  
15 were misapplied, misinterpreted, or violated and describe what  
16 occurred. The letter should describe the specific remedy sought.

17 25.14.2.5. The Joint Panel will review the letter, seeking additional clarification  
18 from the Referred Teacher and others as needed.

19 25.14.2.6. Within twenty (20) days of receipt of the Referred Teacher's letter  
20 from the Superintendent or designee, the Joint Panel will render a  
21 written determination to the Referred Teacher.

22 25.14.2.7. If the Referred Teacher disagrees with the decision of the Joint Panel,  
23 within ten (10) days of the receipt of the Joint Panel's determination,  
24 the Referred Teacher can appeal the determination of the Joint Panel  
25 to the Superintendent or Designee.

26 25.14.2.8. Within ten (10) days of receipt of the Referred Teacher's appeal, the  
27 Superintendent shall provide a written response to the Referred  
28 Teacher with a copy to the members of the Joint Panel. The  
29 Superintendent may meet with the Referred Teacher and/or the Joint  
30 Panel as part of this review. The decision of the Superintendent shall  
31 be final and binding in this dispute resolution procedure.

1 25.14.2.9. If the Referred Teacher disagrees with the decision of the  
2 Superintendent, within ten (10) days of receipt of the  
3 Superintendent's decision, he or she may request in writing that the  
4 Association submit the appeal to an arbitrator pursuant to Article 10,  
5 Procedure for Grievances, commencing with Section 10.5, Formal –  
6 Step IV.

7 **25.14.3.**

8 25.14.4. A Referred Teacher, Voluntary Participating Teacher, Beginning Teacher, or  
9 New District Teacher who believes that his/her Consulting Teacher has  
10 breached the confidentiality provision of this article, subsections 25.6.2, 25.7.3,  
11 25.8.2, and 25.9.2 may use the dispute resolution procedures as outlined in  
12 25.13.3 of this article.

1 **ARTICLE 26. DURATION**

2  
3 This Agreement shall be effective for the period July 1, 2017, through June 30, 2020. This is a  
4 closed contract through June 30, 2020, except for the following:

5  
6 In 2019-20 either party may reopen on Article 15 Wages and Article 18 Special Education.

7  
8 IN WITNESS WHEREOF both parties have ratified the January 23, 2018 Comprehensive  
9 Tentative Settlement Agreement and caused this Agreement to be signed by their respective  
10 Presidents.

ROHNERT PARK COTATI EDUCATORS  
ASSOCIATION

COTATI ROHNERT PARK UNIFIED  
SCHOOL DISTRICT

By: *Gen Boddonich*  
President

By: *Joe Paul*  
President, Governing Board

Date: *11/02/18*

Date: *11/2/18*

11

*Ratification of membership  
on 02/09/18*

## INDEX

- Access to Unit Members, 35
- Assignment, 27
- Association Rights, 35
- Authorized Deductions, 53
- Beginning Teacher, 100
- Bereavement, 58
- Bilingual/EL Stipend Certification, 72
- BTSA Support Provider, 99
- Caseload, 84
- Child-Bonding Leave, 60
- Class Size, 24
- Combination Classes, 25
- Commission on Professional Competence, 39
- Communications, 35
- Counselors/Work Experience Coordinators, 72
- Duration of Benefits, 52
- Early Retirement Consultant Program, 78
- Early Retirement Incentive Programs, 78
- Early Retirement Non-Consultant Program, 79
- Elementary School Work Day, 17
- Emergency Powers, 40
- Evaluation
  - 3.12. Results of Unsatisfactory Evaluation, 11
  - Classroom Observations, 7
  - Controversial Material, 11
  - Negative Observation Written Report, 8
  - Standardized Tests, 11
- Evaluation Exclusions, 10
- Evaluation Limits, 11
- Evaluation Report, 8
- Extended Illness, 62
- Faculty Meetings, 16
- Family Care Leave, 65
- Field Trips, 46
- Formal - Step II, 41
- Formal - Step III, 41
- Formal - Step IV, 42
- FRINGE BENEFITS, 50
- Grievances, 41
- Harassment and Abuse, 47
- Health, 62
- Individual Contracts, 38
- Industrial Accident and Illness, 57
- Informal - Step I, 41
- Initial step placement, 70
- Inservice, 61
- Instructional Assistants, 12
- Intra-District Meetings, 38
- Involuntary Decision Responsibility, 33
- Involuntary Transfer, 30
- Itinerant Assignments, 28
- Itinerant Unit Members, 48
- Job Sharing, 22
  - Application Requirements, 22
  - Reemployment Rights, 23
- Jury or Witness Duty, 62
- Kindergarten School Work Day, 17
- Legislation, 61
- Length of School Day/Year, 14
- Lunch Period, 20
- Mandatory Deductions, 53
- Mandatory Procedures, 85
- Maternity Disability, 59
- Medical Examinations and Tests, 51
- Military, 61
- Miscellaneous, 67
- No Loss of Salary, 31
- Non-Instructional Days, 14
- Nonmember, 54
- Nurse, 83
- On-Site Work Day, 15
- Overage Payment, 25
- Parental Leave with Pay, 60
- Parent-teacher Conferences, 15
- Part-time Employment with Full Retirement Credit, 80
- Paternity Leave, 60
- Pay Options, 69
- Peer Assistance and Review, 93
- Personal Necessity, 57

Personnel File, 12  
 Planning and Correction, 46  
 Positive Traditional Evaluation Reports, 8  
 Post Faculty Meeting Communication, 38  
 Pre-Evaluation Conference, 5  
 Preparation Time  
     Elementary, 18  
     Secondary, 17  
 Printing of Agreement, 39  
 Professional Development, 82  
 Professional Development Credits, 70  
 Protection of Privacy, 33  
 Reasonable Force, 47  
 Reassignment, 32  
 Reassignment Timelines, 33  
 Referred Teacher, 99  
 Release Time, 38  
 Relief Periods, 20  
 Resource Specialists, 83  
 Retiree Benefits, 51  
 Right of Appeal, 33  
 Right to Return, 32  
 Sabbatical, 63  
 Safety, 46  
 Safety Clothing, 47  
 Safety Committee, 46  
 Salary Schedule, 69  
 School Board Agenda, 35  
 Secondary School Work Day, 16  
 Self-Evaluation Warning, 11  
 Sick Leave, 56  
 Site Based Decision Making, 47  
 Special Assignments, 73  
 Special Day Class Teachers, 83  
 Special Education Teachers Preparation and  
     Release Time, 84  
 Special Release Time, 20  
 Specialists Required, 46  
 Speech and Language Therapist Salary  
     Schedule, 72  
 Speech and Language Therapist Services, 83  
 Step Advancement, 70  
 Student Assistants, 25  
 Student Discipline, 47  
 Student Independent Study Contract, 21  
 Student Referrals and Placement, 82  
 Student Teachers, 39  
 Study, 62  
 Subcontracting, 82  
 Temporary Teachers, 2  
 Traveling Unit Member Stipend, 48  
 Tuberculosis Certification, 49  
 Unit Member Travel, 48  
 Unpaid Leave, 63  
 Unpaid Maternity Leave, 60  
 Unsafe Conditions, 46  
 Unsubstantiated Statements, 11  
 Voluntary Transfer, 28  
Written Complaint Disclosure, 85

## APPENDIX A

### SALARY SCHEDULE FULLY CREDENTIALLED BEGINNING TEACHERS

Cotati-Rohnert Park Unified School District  
 Rohnert Park Cotati Educators Association (RPCEA)  
 2018-19 SALARY SCHEDULE: 185-Day Work Year  
 FULLY CREDENTIALLED BEGINNING TEACHERS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	45,557	45,558	45,559	45,560	47,461	50,310
2	45,558	45,559	45,560	46,042	49,350	52,195
3	45,559	45,560	45,919	47,877	51,241	54,085
4	45,560	45,919	47,643	49,727	53,131	55,981
5	45,919	47,643	49,368	51,681	55,021	57,866
6	47,643	49,368	51,090	53,411	56,921	59,761
7	49,368	51,090	52,815	55,262	58,805	61,656
8	51,090	52,815	54,539	57,105	60,697	63,546
9	52,815	54,539	56,269	58,952	62,593	65,438
10	54,539	56,269	57,987	60,801	64,482	67,332
11	54,539	57,987	59,709	62,636	66,373	69,220
12	54,539	57,987	61,433	64,482	68,270	71,111
13	54,539	57,987	61,433	64,482	68,270	71,111
14	54,539	57,987	61,433	64,482	68,270	71,111
15	57,619	61,072	64,522	67,566	72,164	75,008
16	57,619	61,072	64,522	67,566	72,164	75,008
17	57,619	61,072	64,522	67,566	72,164	75,008
18	60,697	64,154	67,599	70,652	75,243	78,087
19	60,697	64,154	67,599	70,652	75,243	78,087
20	60,697	64,154	67,599	70,652	75,243	78,087
21	63,777	67,233	70,679	73,728	78,324	81,170
22	63,777	67,233	70,679	73,728	78,324	81,170
23	63,777	67,233	70,679	73,728	78,324	81,170
24	66,869	70,321	73,769	76,818	81,412	84,260

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge	1,559
Department Chair/ Team Leader: - Base	1,433
per section	48
Bilingual Spanish Stipend	747

Please Note:  
 Up to 10 years experience is granted for initial placement.  
 Units earned after date of degree must be presented at time of initial employment.  
 Effective July 1, 1999 employees placed in columns A or B can progress only through step 4 in column A or step 8 in column B.  
 Effective July 1, 1997 column C will be truncated after step 11 and column D will be truncated after step 15. Employees in 1996-97 on column C, step 11 or higher and employees in 1996-97 on column D, step 15 or higher will be allowed to progress through these columns.

Effective July 1, 2018. Base salaries increased 2% plus a proportional increase from 182 to 185 days (1.6484%).  
 No change to education or other stipends shown above.  
 Approved by the Board of Trustees on June 26, 2018.



**APPENDIX A1**

**SALARY SCHEDULE NON FULLY CREDENTIALLED BEGINNING TEACHERS**

Cotati-Rohnert Park Unified School District  
 Rohnert Park Cotati Educators Association (RPCEA)  
 2018-19 SALARY SCHEDULE: 185-Day Work Year  
 NON FULLY CREDENTIALLED BEGINNING TEACHERS

YEARS CREDIT	A BA	B BA + 15	C BA + 30	D BA + 45	E BA + 60	F BA + 75
1	42,021	42,021	42,468	44,190	47,461	50,310
2	42,021	42,468	44,190	46,042	49,350	52,195
3	42,468	44,190	45,919	47,877	51,241	54,085
4	44,190	45,919	47,643	49,727	53,131	55,981
5	45,919	47,643	49,368	51,681	55,021	57,866
6	47,643	49,368	51,090	53,411	56,921	59,761
7	49,368	51,090	52,815	55,262	58,805	61,656
8	51,090	52,815	54,539	57,105	60,697	63,546
9	52,815	54,539	56,269	58,952	62,593	65,438
10	54,539	56,269	57,987	60,801	64,482	67,332
11	54,539	57,987	59,709	62,636	66,373	69,220
12	54,539	57,987	61,433	64,482	68,270	71,111
13	54,539	57,987	61,433	64,482	68,270	71,111
14	54,539	57,987	61,433	64,482	68,270	71,111
15	57,619	61,072	64,522	67,566	72,164	75,008
16	57,619	61,072	64,522	67,566	72,164	75,008
17	57,619	61,072	64,522	67,566	72,164	75,008
18	60,697	64,154	67,599	70,652	75,243	78,087
19	60,697	64,154	67,599	70,652	75,243	78,087
20	60,697	64,154	67,599	70,652	75,243	78,087
21	63,777	67,233	70,679	73,728	78,324	81,170
22	63,777	67,233	70,679	73,728	78,324	81,170
23	63,777	67,233	70,679	73,728	78,324	81,170
24	66,869	70,321	73,769	76,818	81,412	84,260

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge	1,559
Department Chair/ Team Leader: - Base	1,433
per section	47.99
Bilingual Spanish Stipend	747

Please Note:  
 Up to 10 years experience is granted for initial placement.  
 Units earned after date of degree must be presented at time of initial employment.  
 Effective July 1, 1999 employees placed in columns A or B can progress only through step 4 in column A or step 8 in column B.  
 Effective July 1, 1997 column "C" will be truncated after step 11 and column "D" will be truncated after step 15. Employees in 1996-97 on column "C", step 11 or higher and employees in 1996-97 on column "D", step 15 or higher will be allowed to progress through these columns. As of July 1, 2015, there are no employees eligible to progress through these columns.

Effective July 1, 2018. Base salaries increased 2% plus a proportional increase from 182 to 185 days (1.6484%).  
 No change to education or other stipends shown above.  
 Approved by the Board of Trustees on June 26, 2018.

**APPENDIX A2**  
**SPEECH AND LANGUAGE SALARY SCHEDULE**

Cotati-Rohnert Park Unified School District  
 Rohnert Park Cotati Educators Association (RPCEA)  
 2018-19 SALARY SCHEDULE: 187-Day Work Year  
 Effective 7/1/18  
 Speech and Language

STEP	AB + 45	AB + 60	AB + 75
1	57,553	59,954	63,553
2	58,161	62,341	65,937
3	60,480	64,730	68,324
4	62,818	67,120	70,718
5	65,286	69,505	73,100
6	65,286	69,505	73,100
7	65,286	69,505	73,100
8	65,286	69,505	73,100
9	65,286	69,505	73,100
10	66,054	70,053	73,147
11	68,047	72,108	75,200
12	68,424	72,442	75,459
13	68,424	72,442	75,459
14	68,424	72,442	75,459
15	69,649	74,387	77,320
16	69,649	74,387	77,320
17	69,649	74,387	77,320
18	72,829	77,560	80,493
19	72,829	77,560	80,493
20	72,829	77,560	80,493
21	76,000	80,650	83,528
22	76,000	80,650	83,528
23	76,000	80,650	83,528
24	79,184	83,800	86,674

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Bilingual	747

Effective July 1, 2018; reflects a 2% increase over 2017-18 plus a proportionate increase for 5 additional workdays. Total 4.7472%.

No change to stipends.

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

**APPENDIX A3**  
**COUNSELOR SALARY SCHEDULE**

Cotati-Rohnert Park Unified School District  
Rohnert Park Cotati Educators Association (RPCEA)  
2018-19 SALARY SCHEDULE - Counselors/Work Experience Coordinators

**Effective 7/1/18**

YEARS CREDIT	A	B	C	D	E	F
	BA	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	43,586	43,586	44,052	45,840	49,237	52,190
2	43,586	44,052	45,840	47,760	51,194	54,150
3	44,052	45,840	47,631	49,667	53,157	56,112
4	45,840	47,631	49,422	51,585	55,124	58,078
5	47,631	49,422	51,216	53,616	57,081	60,035
6	49,422	51,216	53,001	55,413	59,054	62,005
7	51,216	53,001	54,793	57,333	61,015	63,967
8	53,001	54,793	56,582	59,245	62,978	65,934
9	54,793	56,582	58,379	61,167	64,945	67,897
10	56,582	58,379	60,163	63,083	66,906	69,864
11	56,582	60,163	61,952	64,988	68,870	71,824
12	56,582	60,163	63,740	66,906	70,836	73,789
13	56,582	60,163	63,740	66,906	70,836	73,789
14	56,582	60,163	63,740	66,906	70,836	73,789
15	59,778	63,363	66,948	70,107	74,880	77,836
16	59,778	63,363	66,948	70,107	74,880	77,836
17	59,778	63,363	66,948	70,107	74,880	77,836
18	62,978	66,565	70,140	73,309	78,077	81,029
19	62,978	66,565	70,140	73,309	78,077	81,029
20	62,978	66,565	70,140	73,309	78,077	81,029
21	66,173	69,759	73,341	76,505	81,274	84,230
22	66,173	69,759	73,341	76,505	81,274	84,230
23	66,173	69,759	73,341	76,505	81,274	84,230
24	69,380	72,970	76,546	79,712	84,483	87,437

M.A./National Board Certification	1,416
Ph.D.	2,835
Ed.D.	2,835
Teacher-in-Charge	1,559
Department Chair/ Team Leader: - Base	1,433
per section	47.99
Bilingual Spanish Stipend	747

Please Note:  
Up to 10 years experience is granted for initial placement.  
Units earned after date of degree must be presented at time of initial employment  
Effective July 1, 1996 initial salary placement will be made only in columns "C" through "F".

Counselors/Work Experience Coordinators  
Duty Days: 192. No change from 2017-18.

Effective July 1, 2018; reflects a 2% increase to base salary schedule over 2017-18.  
No change to education or other stipends shown above.  
Approved by the Board of Trustees on June 26, 2018.

**APPENDIX AA**  
**EXTRA DUTY SALARY SCHEDULE FOR ACADEMICS**

Appendix AA1  
**2018-19 Salary Schedule**  
 Extra Duty for Athletics

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

Approved by the Board of Trustees on June 26, 2018.  
 Effective July 1, 2018; stipend amounts unchanged from 2017-18.

## APPENDIX AA1

### EXTRA DUTY SALARY SCHEDULE FOR ATHLETICS

#### 2018-19 Salary Schedule Extra Duty for Academics

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

Full Inclusion/1 on 1 Stipend  
 K-5 \$840 Per Student  
 6-12 \$140 Per Student Per Period

DIS Coordinator  
 \$2,142 per year

All other extra-duty for Certificated employees will be paid at the hourly rate of \$30.00.  
 Summer school and ESY \$35.09

Approved by the Board of Trustees on June 26, 2018.  
 Effective July 1, 2018; stipend amounts unchanged from 2017-18.

**APPENDIX AA2  
ANNUAL SITE OR PROGRAM STIPENDS**

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

BTSA Coordinator

Number of Beginning Teachers:

0-5      \$100 per beginning teacher

6-10     \$1,000

11 - 20   \$2,000

21 - 30   \$3,000

31-40    \$4,000

41 - 50   \$5,000

50 +      \$6,000

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

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

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

Approved by the Board of Trustees on June 28, 2016

**APPENDIX B**  
**HEALTH AND WELFARE BENEFITS**

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

**HEALTH AND WELFARE BENEFITS**  
**ROHNERT PARK COTATI EDUCATORS ASSOCIATION**

**Medical:**

---

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

**Kaiser Plans 2 and 4 ..... Employee and dependents**

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

**Vision:**

---

**Vision Service Plan; C/15 G ..... Employee and dependents**

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

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

**Dental:**

---

**Delta Dental ..... Employee and dependents**

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

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

**Life Insurance:**

---

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

(EFFECTIVE OCTOBER 1, 2011)

**HEALTH AND WELFARE BENEFITS**

**ROHNERT PARK COTATI EDUCATORS ASSOCIATION**

**Medical:**

---

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

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

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

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

\* added plans September 2010

**Vision:**

---

Vision Service Plan; C/15 G .....Employee and dependents

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

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

**Dental:**

---

Delta Dental .....Employee and dependents

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

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

**Life Insurance:**

---

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



**APPENDIX C  
GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_

Place of Assignment: \_\_\_\_\_ Position: \_\_\_\_\_

1. Date cause of grievance occurred: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

5. Specific remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

Grievance # \_\_\_\_\_ Date filed with undersigned: \_\_\_\_\_

(Assigned by District Office)

Response to grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

District Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**  
**ALTERNATIVE EVALUATION PROCESS**

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

**Employee:** \_\_\_\_\_

**School Year:** \_\_\_\_\_

**Site:** \_\_\_\_\_

**Type:**  Self-Directed Development  
 Cooperative Professional Development

**Evaluation Plan**

**Standards Choices**

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

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

**Your plan should address these elements:**

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

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

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**ALTERNATIVE EVALUATION PLAN**

**(use additional sheet if needed)**

**Employee:**

\_\_\_\_\_

**School Year:**

\_\_\_\_\_

**Site:**

\_\_\_\_\_

Initials: \_\_\_\_\_ Evaluator    Date: \_\_\_\_\_

\_\_\_\_\_ Employee    Date: \_\_\_\_\_



**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**ALTERNATIVE EVALUATION SUMMARY**

**(completed by the employee prior to final evaluation meeting)**

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

**Consider:**

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**Alternative Evaluation Process**

**FINAL EVALUATION REPORT**

**(completed by the evaluator)**

**Employee:**

**Evaluator:**

**School Year:**

**Site:**

**Final Evaluation:**                      \_\_\_\_\_ **Satisfactory**                      \_\_\_\_\_ **Unsatisfactory**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**ALTERNATIVE EVALUATION APPEAL FORM**

Employee: \_\_\_\_\_ Site: \_\_\_\_\_

Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

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

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

Alternative Evaluation process desired:

Rationale for Appeal:

(Attach additional pages if necessary)

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

I have attached the following documents:

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

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**PRE-OBSERVATION INFORMATION SHEET**

(In lieu of Pre-Observation Conference)

To be completed by evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Scheduled Observation Date: \_\_\_\_\_

Observation 1 \_\_\_\_\_ 2 \_\_\_\_\_ Other \_\_\_\_\_

---

---

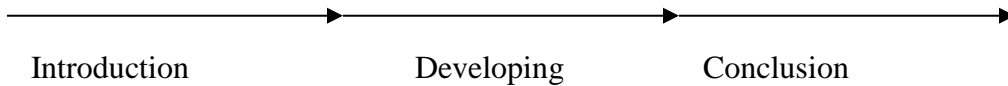
**To be completed by teacher:**

I. Subject Matter/Content Area \_\_\_\_\_

II. Topic of this lesson \_\_\_\_\_

III. Purpose of this lesson \_\_\_\_\_

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



Comments (Optional):

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

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

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

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



# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## CLASSROOM OBSERVATION REPORT

Employee: \_\_\_\_\_ School: \_\_\_\_\_

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

Status:     Permanent         Probationary         Temporary

Class/Activity

Observed: \_\_\_\_\_

Observation Date: \_\_\_\_\_ Period/Time: \_\_\_\_\_

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

---

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

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

---

Classroom Observation Data:

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**  
**Classroom Observation Report**

Commendations/Recommendations, if applicable:

---

Administrator Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

---

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## TRADITIONAL FINAL EVALUATION REPORT:

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**School:** \_\_\_\_\_ **Grade/Subject:** \_\_\_\_\_  
**Dates of Observations:** \_\_\_\_\_  
**Dates of Post Observation** \_\_\_\_\_  
**Conferences:** \_\_\_\_\_  
**Dates of Classroom Observation** \_\_\_\_\_  
**Reports:** \_\_\_\_\_

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

**Status of Employee:**

- Permanent**                       **Probationary**                       **Temporary**

<b>M = Meets Standards</b> <b>N = Does Not Meet Standards</b> <b>N/O = Not Observed</b>
---

<i>Numbers are provided for ease of reference.                  They do not imply priority or ordering of the elements.</i>
---

<b>Standard One: Engaging and supporting all student in learning:</b>	<b>M</b>	<b>N</b>	<b>N/O</b>
1-1 Teacher connects students' prior knowledge, life experience, and interests with learning goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-2 Teacher uses a variety of instructional strategies to respond to students' diverse needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-3 Teacher facilitates learning experiences that promote autonomy, interaction, and choice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-4 Teacher engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-5 Teacher promotes self-directed, reflective learning for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Standard Two: Creating and maintaining effective environments for student learning:</b>			
2-1 Teacher creates physical environments that engage all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-2 Teacher establishes a climate that promotes fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-3 Teacher promotes social development and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-4 Teacher establishes and maintains standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-5 Teacher plans and implements classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-6 Teacher uses instructional time effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Teachers Overall Performance:       Satisfactory       Unsatisfactory

\_\_\_\_\_  
Evaluators Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluators Initials

\_\_\_\_\_  
Employee's Initials

## **APPENDIX E**

### **DIRECTIONS FOR COMPLETING SUPPORT STAFF EVALUATION EMPLOYEE FORMS**

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

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

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

#### Traditional Evaluation Process

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

#### Alternative Evaluation Process

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

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## STANDARDS FOR SCHOOL COUNSELORS

### **Standard One: Performing Professional Responsibilities**

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

### **Standard Two: Communicating Effectively with School and Community**

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

### **Standard Three: Assessing Student Needs**

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

### **Standard Four: Managing Interventions Effectively**

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

**Standard Five: Maintaining Appropriate Records**

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

**Standard Six: Developing as a Professional (Optional)**

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



# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## STANDARDS FOR SCHOOL NURSES

### **Standard One: Performing Professional Responsibilities**

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

### **Standard Two: Communicating Effectively with School and Community**

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

### **Standard Three: Assessing Student Needs**

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

**Standard Four: Managing Interventions Effectively**

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

**Standard Five: Maintaining Appropriate Records**

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

**Standard Six: Developing as a Professional (Optional)**

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

# **COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

## **STANDARDS FOR SPEECH AND LANGUAGE SPECIALISTS**

### **Standard One: Performing Professional Responsibilities**

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

### **Standard Two: Communicating Effectively with School and Community**

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

### **Standard Three: Assessing Student Needs**

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

### **Standard Four: Managing Interventions Effectively**

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

### **Standard Five: Maintaining Appropriate Records**

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

**Standard Six:            Developing as a Professional (Optional)**

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

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## EVALUATION PLAN: PROBATIONARY/TEMPORARY SUPPORT STAFF TRADITIONAL EVALUATION PROCESS

Employee: \_\_\_\_\_ School: \_\_\_\_\_  
Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_  
Assignment: \_\_\_\_\_

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

### II. Standards Choices

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

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

### III. Pre-Observation Choice

- Conference
- Form

Return to evaluator by \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

**Attach to Goals & Objectives**

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## EVALUATION PLAN: SUPPORT STAFF PERMANENT EMPLOYEES

Employee: \_\_\_\_\_ School: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

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

### I. Evaluation Process:

Traditional

Pre-observation Choice (select one)  Conference  Form

Alternative  (Available only to permanent employees)

\_\_\_\_\_ Self-Directed Development

\_\_\_\_\_ Cooperative Professional Development

### II. Standards Choices

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

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

STANDARD SIX DEVELOPING AS A PROFESSIONAL (OPTIONAL)

Please check one:  Please provide me with forms on paper

I will obtain the forms from the website

Return this form to Evaluator by \_\_\_\_\_.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

PRE-OBSERVATION INFORMATION SHEET

(In lieu of Pre-Observation Conference)

To be completed by evaluator: Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Scheduled Observation Date: \_\_\_\_\_

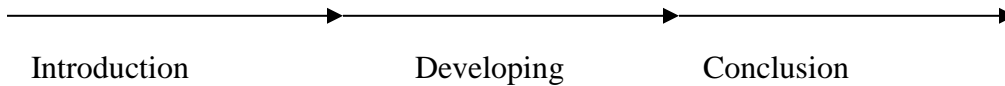
Observation 1 \_\_\_\_\_ 2 \_\_\_\_\_ Other \_\_\_\_\_

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To be completed by teacher:

- I. Subject Matter/Content Area \_\_\_\_\_
- II. Topic of this lesson \_\_\_\_\_
- III. Purpose of this lesson \_\_\_\_\_
- IV. Place an "x" indicating where this lesson is in the instructional sequence.



Comments (Optional):

- V. What activities will you and your students be doing?
  
- VI. Where should I be located in your classroom at the beginning your lesson?
  
- VII. Are there any relevant factors I need to know about this particular class?

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

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**SUPPORT STAFF OBSERVATION REPORT**

Employee:

School:

Evaluator:

Assignment:

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

Status:     Permanent         Probationary         Temporary

Class/Activity Observed: \_\_\_\_\_ Observation Date: \_\_\_\_\_ Period/Time: \_\_\_\_\_

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

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

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Observation Data:



**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT  
SUPPORT STAFF OBSERVATION REPORT**

Commendations/Recommendations, if applicable:

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

---

Employee Signature

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## SCHOOL COUNSELOR TRADITIONAL FINAL EVALUATION REPORT

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Dates of Observations:** \_\_\_\_\_

**Dates of Post Observation Conferences:** \_\_\_\_\_

**Dates of Classroom Observation Reports:** \_\_\_\_\_

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

**Status of Employee:**

- Permanent**                       **Probationary**                       **Temporary**

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

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

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

Counselor's Overall Performance:  Satisfactory  Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials



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

School Nurse Overall Performance:  Satisfactory  Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
School Nurse's Signature

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials



# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## SPEECH AND LANGUAGE SPECIALIST

### TRADITIONAL FINAL EVALUATION REPORT

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Dates of Observations:** \_\_\_\_\_

**Dates of Post Observation Conferences:** \_\_\_\_\_

**Dates of Classroom Observation Reports:** \_\_\_\_\_

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

**Status of Employee:**

- Permanent**                                       **Probationary**                                       **Temporary**

M = Meets Standards N = Does Not Meet Standards N/O = Not Observed	<i>Numbers are provided for ease of reference. They do not imply priority or ordering of the elements.</i>
<b>Standard One: Performing Professional Responsibilities</b>	<b>86</b> <b>N</b> <b>N/O</b>
<b>1.1</b> Advises and supports classroom teachers and school staff	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>1.2</b> Provides Speech Assistants with direction to support the students in the speech and language program	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>1.3</b> Consult with staff and share instructional strategies in regular and special education settings	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>1.4</b> Knows and understands current regulations that impact area of responsibility	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Standard Two: Communicating Effectively with School and Community</b>	<b>87</b> <b>N</b> <b>N/O</b>
<b>2.1</b> Communicates effectively in speaking and writing	<b>88</b> <input type="checkbox"/> <input type="checkbox"/>
<b>2.2</b> Provides correct information and facilitates understanding of all parties	<b>89</b> <input type="checkbox"/> <input type="checkbox"/>
<b>2.3</b> Keeps supervisor apprised of potential problems and important details	<b>90</b> <input type="checkbox"/> <input type="checkbox"/>
<b>2.4</b> Adheres to professional standards and practices in communicating	<b>91</b> <input type="checkbox"/> <input type="checkbox"/>
<b>2.5</b> Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds	<b>92</b> <input type="checkbox"/> <input type="checkbox"/>
<b>2.6</b> Demonstrates skill in working effectively in a variety of team settings	<b>93</b> <input type="checkbox"/> <input type="checkbox"/>

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

Speech and Language Specialist's Overall Performance:

Satisfactory    Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Speech and Language Specialist's  
Signature

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials

# COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

## SUPPORT STAFF EVALUATION PLAN ALTERNATIVE EVALUATION PROCESS

(available to permanent employees only)

Employee:

Assignment:  Speech & Language Specialist  
 Nurse  
 Counselor

School Year:

Site:

Type:  Self-Directed Development  
 Cooperative Professional Development

### Evaluation Plan

#### Standards Choices

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

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

#### Your plan should address these elements:

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

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

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**SUPPORT STAFF ALTERNATIVE EVALUATION PLAN**

**Employee:**

**Date:**

**School:**

**Assignment:**

Speech & Language Specialist

Nurse

**School Year:**

Counselor

Initials: \_\_\_\_\_ Evaluator      Date: \_\_\_\_\_

\_\_\_\_\_ Employee      Date: \_\_\_\_\_

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**SUPPORT STAFF ALTERNATIVE EVALUATION TIMELINE**

**Employee:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

<b>Approximate</b>	<b>Activity</b>
<b>Date*:</b>	

Initials: \_\_\_\_\_ Evaluator    Date: \_\_\_\_\_

\_\_\_\_\_ Employee    Date: \_\_\_\_\_

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

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**SUPPORT STAFF ALTERNATIVE EVALUATION SUMMARY**

(completed by the employee prior to final evaluation meeting)

**Due by:** \_\_\_\_\_

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

**Consider:**

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

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**

**SUPPORT STAFF ALTERNATIVE EVALUATION PROCESS**

**FINAL EVALUATION REPORT**

(completed by the evaluator)

**Employee:**

**Assignment:**  Speech & Language Specialist  
 Nurse  
 Counselor

**Evaluator:**

**School Year:**

**Site:**

**Final Evaluation:** \_\_\_\_\_ **Satisfactory** \_\_\_\_\_ **Unsatisfactory**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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

Next scheduled evaluation: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials



**APPENDIX F**  
**TK-3 SCHOOL SITES**

Evergreen Elementary  
John Reed Elementary  
Marguerite Hahn Elementary  
Monte Vista Elementary  
Richard Crane Elementary  
Thomas Page Academy  
University La Fiesta  
Waldo Rohnert Elementary

**APPENDIX G    MEMORANDUM OF UNDERSTANDING**  
**STAFF DEVELOPMENT BUY BACK DAYS**

**Memorandum of Understanding**

**E1    Staff Development Buy Back Days**

Agreement dated December 16, 2002

- E.1.1      Both the District and individual school sites may offer approved staff development activities for state-funded Buy-Back Day compensation.
- E.1.2      A plan for the staff development activities needs to be developed by the principal and the staff at each site. These plans must be approved by the staff using its established decision-making process. In the absence of such a process, the approval will be demonstrated by a majority vote.
- E.1.3      A Buy-Back Day must be at least the length of the fulltime instructional workday, which is seven (7) hours, inclusive of a forty-five (45) minute lunch.
- E.1.4      The District or school site may choose to offer a Buy-Back Day in two half-day increments for 3.5 hours each. Unit members must attend both half-day sessions to be eligible for compensation.
- E.1.5      Unit members, regardless of F.T.E., must attend the full day to earn the full stipend. There are no partial or pro-rated stipends. Unit members cannot be compensated for less than a full day.
- E.1.6      Unit members may select from any of the approved activities and may be compensated for a maximum of three (3) days at the Buy-Back Day rate each year.
- E.1.7      Unit members must sign in at the beginning of each day, upon returning from lunch and the conclusion of each day, on the form provided for this purpose. Unit members will not be compensated unless they have signed in/out at all three times during the day.
- E.1.8      If the funding for the Staff Development Buy Back Days is eliminated, this provision will sunset. If the funding is reduced or the requirements are changed, the parties will meet to negotiate the changes.

**E2    Mountain Shadows Middle School Closure**

Agreement dated March 10, 2010

As a result of the closure of Mountain Shadows Middle School at the end of the 2009-2010 school year, the parties agree to the following regarding transfers for Creekside and Mountain Shadows unit members for assignments for the 2010-2011 school year.

1. Unit members holding Multiple Subjects credentials shall have first opportunity,

in seniority order, to transfer to a sixth grade vacancy at an elementary site. Because these are involuntary transfers, the request of the teacher being transferred shall be honored.

2. Unit members holding Single Subject credentials shall be assigned to teaching positions at the middle school consistent with the subject authorized by their teaching credentials.
3. Vacancies in grades 7 through 12 shall be posted for Creekside and Mountain Shadows teachers to request a voluntary transfer pursuant to Article 7.2, except that the deadline shall be five (5) working days after posting rather than ten (10).
4. Unit members holding Single Subject credentials who lack seniority to remain at the middle school shall be involuntarily transferred to vacant positions pursuant to the procedures outlined in Article 7.3, Involuntary Transfers.
5. A member of the Human Resources department will meet with individual Creekside and Mountain Shadows unit members in seniority order at their respective school sites after the five (5) day period has elapsed. During this meeting, each unit member will indicate his/her choice of assignment for the 2010-2011 school year. Any unit member who is unable to select at that time will be given twenty-four (24) clock hours in which to make a decision. If he/she cannot decide, the District will move to the next person on the seniority list, and the unit member will move to the bottom of the transfer seniority list.
6. Unit members transferred from Mountain Shadows and Creekside to an elementary site shall not be assigned to a combination class for the 2010-2011 school year. Combination classes shall be assigned to school site staff teaching at that site during the 2009-2010 school year in accordance with Article 6.2.4, Combination Classes.
7. Unit members transferred from Creekside and Mountain Shadows will have the option to change assignments for the 2010-2011 school year, if new positions become available through the tenth day of the school year. After this date, the assignments will continue through the 2010-2011 school year.
8. Creekside and Mountain Shadows unit members will retain their status as an involuntary transferee through the 2011-2012 school year and will be afforded the rights outlined in Article 7.3.9, regardless of whether they choose to transfer to a new position that became available after the initial assignments were made as described in item 7 above.
9. The District anticipates that the list of vacancies for sixth grade positions will be available by the week of March 22, 2010. Vacancies for positions in grades 7 through 12 shall be available as soon as possible after the transfers to the elementary schools are completed.
10. Unit members assigned to the new middle school shall attend two two-hour staff meetings, from 3:00 until 5:00, on Wednesday, April 21, 2010, and Wednesday May 12, 2010 at Gold Ridge Professional Development Center. These meetings shall be in lieu of staff and department meetings at their current school site. Unit members shall not be expected to attend any additional site meetings.
11. Waivers to be effective for the 2010-2011 school year at the elementary sites shall

be voted upon by the staff who will be working at each site during the 2010-2011 school year. Unit members transferred to elementary sites shall have the opportunity to attend the April and May staff and curriculum meetings at their new site. The site principal shall be responsible for notifying the new unit members of the agenda, date, time, and location of the meeting. Unit members shall not be expected to attend any additional site meetings.

12. Voluntary transfers and placements for teachers returning from leaves of absence greater than one year will be made based on district seniority after all the teachers from Creekside and Mountain Shadows are placed.
13. Classroom teachers, including EL teachers, Title I teachers, SDC and RSP teachers, who change classrooms as a direct result of the closure of Mountain Shadows shall be reimbursed up to \$100.00 for classroom supplies. A completed claim and receipts must be submitted to Business Services by October 1, 2010.
14. Unit members shall inventory their own classroom student textbooks and materials, box them, label each box with grade level, subject, title, and quantity of the textbooks/materials. The inventory sheet shall be taped to the top of one box. These items shall be left in the classroom in one location.
15. Department heads shall inventory the books and materials in the school bookroom(s) and supply room(s). They shall follow the inventory/packing procedure described in item 12 above.
16. All Mountain Shadows and Creekside unit members changing sites or classrooms shall be packed in accordance with District packing guidelines and shall turn in their key(s) to their site principal by the end of the day on Tuesday, June 15, 2010.
17. P.E. teachers shall pack and label P.E. equipment to be moved. P.E. teachers shall sort sixth grade P.E. equipment and leave it at Creekside and Mountain Shadows in a location designated by the site principal.
18. District personnel shall pack and label musical instruments and technology items for the move. Musical instruments shall remain in the Mountain Shadows band room. Technology items shall be placed in a secure location identified by the site principal.
19. Sixth grade materials shared by multiple teachers at a site shall be inventoried by the department chair, boxed, and placed in a location designated by the site principal. These materials shall be distributed by the Instructional Services department prior to the 2010-2011 school year.
20. Teachers' Editions for math, reading/language arts, science, and social studies shall be available to all sixth grade teachers by Tuesday, June 15, 2010.
21. Unit members shall be responsible for packing and labeling personal files and materials, including Teachers' Editions and classroom libraries. Classrooms and workspaces at the receiving site shall be equipped with at minimum a teacher desk, chair, and student furniture. If a unit member has purchased a desk for his/her use at school, file cabinets, desk chair, or bookcase(s) and wants these items moved to his/her classroom, the unit member shall identify these items to be moved to their new classroom or workspace.

22. The District shall not move “residential” type of furniture such as couches, rocking chairs, lamps, microwaves, refrigerators, etc. Any such items must be moved by the unit member by the end of the day on Tuesday, June 15, 2010.
23. It is highly recommended that teachers at Mountain Shadows copy computer files on desktop computers or server to a personal external hard drive.
24. Laptop computers issued to teachers at either Creekside or Mountain Shadows who are leaving that site are District property and are to be returned to the site administrator by the end of the day on Tuesday, June 15, 2010.
25. Classroom teachers, including EL teachers, Title I teachers, SDC and RSP teachers, who change classrooms or school sites as a direct result of the closure of Mountain Shadows shall be given up to twenty (20) hours packing/unpacking time at the extra-duty rate of \$28.99 per hour. All time cards shall be submitted to the Business Office by June 18, 2010, for payment in July.