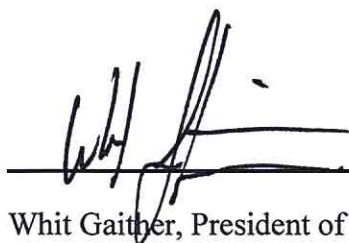
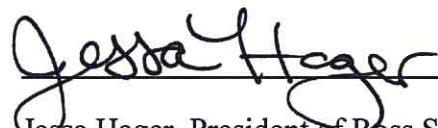


**ROSS SCHOOL DISTRICT
AND
ROSS SCHOOL DISTRICT TEACHERS' ASSOCIATION**

July 1, 2013 through June 30, 2015


Whit Gaither, President of the Board
of Trustees of Ross School District
Jessa Hager, President of Ross School
District Teachers' Association

Approved: June 19, 2013

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ARTICLE I: AGREEMENT

The Articles and Provisions contained in this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Ross School District ("Board") and the RSDTA/CTA/NEA ("Association").

- 1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE II: REPRESENTATION

The Ross School District Teachers Association/CTA/NEA is the exclusive representative for the certificated employees' unit, which is comprised of all but the following credentialed positions in the District:

Administrative positions

Substitute Teachers

School Psychologists

ARTICLE III: ASSOCIATION RIGHTS

- 3.1 The Association shall have the right of access at reasonable times to areas in which employees work and the right to use faculty bulletin boards, faculty mail boxes, and equipment only for direct communication with the staff and to the extent that they do not interfere with school operations. However, this does not preclude the Association from using District computers to prepare a faculty newsletter to residents of the District. Reasonable times would be those times that a custodian is regularly on duty in the building.
- 3.2 Elected officers of the Association and members of the Association Bargaining Team (a combined total of not more than seven (7)) may transact official Association business on school property at times not being used for planning for instruction, instruction, or conferences on educational matters with parents, students, other teachers, administrators, or Board members.
- 3.3 Names, addresses, and listed telephone numbers of all certificated unit members, with the exception of those who request otherwise, shall be provided by the District to the Association no later than October 1 of each year.
- 3.4 The Superintendent, when developing the Agenda for all regularly scheduled Board meetings, will add, as a routine item under Hearings and Communications, the following statement: Members of the audience, including the Association, may wish to address the Board on non-Agenda items at this time.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 Purpose

The purpose of the Grievance Procedure is to secure, at the lowest possible administrative level, proper and equitable settlements of grievances and to guarantee an orderly succession of procedures by which settlements may be achieved.

4.2 Definitions

A grievance is an allegation by a grievant that the grievant has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.

4.2.1 A grievant is a certificated unit member covered by the terms of this Agreement with an alleged grievance.

4.2.2 The Association may not initiate or pursue a grievance without the unit member's written permission. This shall not preclude the Association, as a local representative of the Ross School certificated employees unit, from initiating a grievance on behalf of two or more unit members. This does, however, preclude the CTA/NEA from initiating or pursuing any grievance.

4.2.3 A Faculty/Board Panel is comprised of two Board members appointed by the Board, and two unit members appointed by the Association.

4.2.4 A day is any day in which the District office is open for business.

4.3 Informal Level

4.3.1 Initially, the grievant shall attempt to resolve the grievance by an informal conference with the appropriate member of the administration.

4.3.2 A faculty grievance committee, elected by the entire certificated employees unit, may then meet with a grievant who so desires in an attempt to resolve the grievance or assist the grievant in proceeding to the Formal Level.

4.4 Formal Level I

4.4.1 If the grievance is not resolved to the satisfaction of the grievant at the Informal Level, a formal grievance may be initiated.

4.4.2 If a formal written grievance is initiated, it must be filed with the Superintendent on the form provided by the District no later than twenty (20) days after the event or circumstances occasioning the grievance.

- 4.4.3 A formal written grievance shall be a clear, concise statement of the grievance denoting the specific section of the Collective Bargaining Agreement in question, the circumstances involved, the decision rendered at the Informal Level, and the specific remedy sought.
- 4.4.4 The Superintendent shall communicate the decision in writing no later than ten (10) days after receiving the written grievance.
- 4.4.5 Failure by a grievant to appeal a decision within ten (10) days shall be deemed an acceptance of the decision. Failure by the Superintendent to communicate the decision within the specified time limits shall permit the grievant to appeal to the next level without waiting for the decision.

4.5 Formal Level II

- 4.5.1 If the grievant is not satisfied with the Level I decision the grievant may appeal the decision within five (5) days to either the Board or the Faculty/Board Panel.
- 4.5.2 The appeal shall include a copy of the written grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 4.5.3 If the grievant appeals to the Board, the following procedures will apply:
 - 4.5.4 No later than ten (10) days subsequent to receiving the appeal, the Board will ask the grievant to appear at a hearing at their next regular meeting.
 - 4.5.4.1.1 The Board shall render a written decision to the grievant no later than the following regular Board meeting and the Board's decision shall be binding on all parties concerned.
- 4.5.5 If the grievant appeals to the Faculty/Board Panel, the following procedures will apply:
 - 4.5.5.1 No later than ten (10) days subsequent to receiving the appeal, the Faculty/Board Panel will meet. The grievant and/or grievant's representative may appear at the meeting.
 - 4.5.5.2 The Faculty/Board Panel shall render a written decision to the grievant within five (5) days. A decision will require at least a three-fourths (3/4) vote of the Panel and shall be final.
 - 4.5.5.3 If the Panel fails to reach a decision, the grievance will be referred to the Board, and the procedures as outlined in Formal Level II, paragraph 4.5.3, will be applied.

4.6 Miscellaneous Provisions

- 4.6.1 No reprisal of any kind shall be taken by the District or any members of the Administration against anyone by reason of participation in the Grievance Procedures or support of any participant in the grievance process.
- 4.6.2 All grievance forms dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
- 4.6.3 During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be confidential.
- 4.6.4 Failure at any step of this procedure to communicate the decision on a grievance within a specified time limit shall permit the grievant to lodge an appeal at the next step of the procedure with the time allotted had the decision been given.
- 4.6.5 The specified time limits in this procedure may be extended or shortened by mutual agreement in writing between the parties.
- 4.6.6 The Grievance Procedure provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to any unit member by law.
- 4.6.7 Either party may be accompanied by a representative of its own choosing at any level of the procedure.
- 4.6.8 Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of the Superintendent.

ARTICLE V: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 5.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing the District to deduct from the unit member's salary unified membership dues, initiation fees, and general assessments in the Association. The authorization shall continue in effect until revoked in writing.
- 5.2 With respect to all sums deducted by the Board for organizational dues pursuant to a unit member's authorization, the Board agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom deductions have been made and indicating any changes in personnel from the list previously furnished.
- 5.3 The Association agrees to furnish any information needed by the Board to fulfill the provisions of the Article.

- 5.4 Upon written authorization from the unit member, the Board shall deduct from the unit member's salary and make appropriate remittance for annuities, credit union, dues and other programs approved by the Board.

ARTICLE VI: TEACHER HOURS AND OTHER RESPONSIBILITIES

- 6.1 Teachers shall be at school from 8:00 A.M. to 3:30 P.M.

These hours shall be observed unless other arrangements have been negotiated and approved by the Superintendent or Superintendent's representative and the affected teacher(s). In addition to the above, the teachers will be present for traditional Back to School Night and Open House activities, as well as planned Parent Conference days during the school year, in which case the hours may be extended on those days. Teachers shall also participate in other duties assigned by Appendix G that are cooperatively planned by the administration and teachers. Teachers will attend IEPs and SSTs in accordance with Paragraph 6.9 below.

- 6.2 Every teacher shall be entitled to one (1) duty-free lunch period of not less than forty (40) consecutive minutes per full day worked. These minutes cannot be accumulated.

- 6.3 Every full-time K-5 teacher shall be entitled to at least one hundred minutes (100) of break time each five (5) days of instruction, exclusive of lunch periods, pursuant to schedules established by the Superintendent.

6.4 Planning/Preparation Time

- 6.4.1 Every full-time 6/7/8 teacher will be scheduled one (1) planning/preparation/conference period each day equivalent to one (1) instructional period.

- 6.4.2 Full-time K-5 teachers shall have an annual average of at least ninety (90) minutes per week for preparation/planning/conference time when, in the opinion of the Board, a special program can be offered to students enabling teachers to be released from the classroom. The Board may in any year provide additional preparation time, which will not establish a practice which needs to be followed in any subsequent year.

- 6.4.3 The Kindergarten instructional schedule will be determined by the District. A minimum day schedule will be in effect at the beginning of the school year to allow time for student assessments. Beginning in or about the fifth instructional week, the Kindergarten student day will be extended for the remainder of the school year, with student dismissal time to be determined by the Board. The Kindergarten teaching day will be the same as the student instructional day. The remainder of the workday shall be assigned as preparation / planning / conference time, or instructional support to other classes as scheduled by the Superintendent.

- 6.4.4 Teachers of special programs shall be provided preparation time at a level comparable to other teachers at that grade level.

- 6.5 Teachers will attend administration directed meetings no more than 3 consecutive weeks during the school year with each fourth week being used as determined by grade level teams for teacher directed objectives such as planning, curriculum work, and/or professional development goals. No teacher shall be required to remain in attendance at these meetings past 5:00 p.m.
- 6.6 The administrator responsible for faculty meetings will provide an agenda before such meetings are held and permit teachers to place items on the agenda that will be discussed, time permitting, at the end of the meetings.
- 6.7 Part-time employment will be provided for the school year at the discretion of the Board in those instances which are of benefit to the school program.
- 6.8 The Association will meet to fill all of the faculty positions on the committees set out in Appendix G attached hereto. The names of the assigned teachers will be transmitted to the Administration no later than the first day in any school year on which students attend classes and those assignments shall be applicable for that school year.
- 6.9 Every effort will be made to schedule IEPs and SSTs during contract hours. Administrators and teachers will participate in scheduling IEP and SST meetings that must occur outside of contract hours. The District will try to limit IEP and SST meetings scheduled outside of contract hours for any one teacher. Teachers who attend meetings outside of contract hours shall be compensated at the hourly curriculum rate of \$45 per hour.

ARTICLE VII: CLASS SIZE

- 7.1 The Board's decision on class size will be consistent with educational expectations and financial constraints of the community. The goal of the District will be a maximum class size in the District as follows:
- Kindergarten 27
 - First through third grades 27
 - Fourth and fifth grades 27
- and a daily student/teacher load of 125 students for each sixth, seventh, and eighth grade teacher (excluding physical education classes.)
- 7.2 When this maximum goal is exceeded, and to the extent permitted by the financial constraints under which the Board must operate, the Administration will discuss with the involved unit members ways to alleviate problems related to the size of the class, such as schedule modification, utilization of aides, or employment of personnel.

ARTICLE VIII: LEAVES

8.1 Compensated Leaves Deducted From Sick Leave

8.1.1 Sick Leave

8.1.1.1 Annual Earned Sick Leave

Full-time unit members shall be entitled to ten (10) days of paid sick leave for the school year, commencing on the first day of employment.

8.1.1.1.1 Unit members employed less than five (5) days per week are entitled to ten (10) days divided by five (5) days multiplied by the number of days worked per week each school year.

8.1.1.1.2 Unit members who work five (5) days per week, but less than a maximum day, are entitled to ten (10) days sick leave each school year with each day of sick leave the same length as the work day.

8.1.1.1.3 At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his sick leave entitlement for the school year. A unit member may use his credited sick leave at any time during the school year.

8.1.1.2 Accumulated Earned Sick Leave

If a unit member does not take the full amount of sick leave allowed in any school year, the amount not taken shall be accumulated from year to year and shall be credited toward retirement in the manner specified by law.

8.1.1.3 Sick Leave Use

8.1.1.3.1 It is the responsibility of the unit member to notify the person designated by the Administration to acquire a substitute as soon as possible before his students are to report to class when he finds it necessary to be absent from duty. It is also the duty of the unit member to notify the designated person no later than 3:30 p.m. of the day before he plans on returning to duty.

8.1.1.3.2 Teachers shall secure their own substitutes using the approved lists.

- 8.1.1.3.3 A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence.
- 8.1.1.3.4 If the unit member fails to give notice of his return and reports for duty, the cost of the substitute unit member hired will be borne by the unit member.
- 8.1.1.3.5 A sick leave day, once commenced, may not be reinstated as a working day.

8.1.1.4 Annual Statement of Accrued Leave

The personnel records of the District shall show the attendance of each unit member and any days the unit member may be absent. A record shall be maintained on unused sick leave and reported to the unit members in September and January of each year of employment.

8.1.1.5 Sick Leave Verification

In the event of a sick-out or strike, unit members who call in sick must submit an affidavit to the District stating the reason for their absence and have medical verification of their illness before any payment of salary is authorized.

8.1.2 Extended Sick Leave With Difference Pay

When a unit member has exhausted all available sick leave and continues to be absent on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a regular substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to a regular substitute if one had been employed. The sick leave described in Section 8.1.1 and the five-month period described in Section 8.1.2 shall run consecutively. A unit member shall not be provided more than one five-month period per illness or accident. If a school year terminates before the five-month period is exhausted, however, the unit member may take the balance of the five-month period in the subsequent school year.

8.1.3 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 8.1.1 and 8.1.2, and continues to be absent on account of illness or accident, and is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of twenty-four (24) months and permanent unit members shall be placed on the list for a period of thirty-nine (39) months. When the unit member is medically able to return during the 24 or

39 months, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the 24 or 39-month period, the unit member is not able to resume the duties of the unit member's position, the unit member shall be dismissed.

8.1.4 Verification Of Leave

A unit member using extended sick leave under Section 8.1.2 shall provide monthly certification from a physician of the unit member's physical fitness to return to work and perform the unit member's job duties.

8.1.5 Pregnancy Disability Leave

8.1.5.1 Use Of Sick Leave

Unit members are entitled to use sick leave provided in Section 8.1.1 and Extended Sick Leave with Difference Pay provided for in Section 8.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from these conditions on the same terms and conditions governing leaves of absence from other illness or medical disability. Pregnancy disability leave shall not be used for child care, child rearing, preparation for child bearing, or periods of convalescence beyond disability, but shall be limited to those disabilities described above.

8.1.5.2 Duration Of Leave

The length of a pregnancy disability leave, including the date on which the leave shall commence, and the date on which the unit member will return to work, shall be determined by the unit member and the unit member's physician. The District may ask for verification from the unit member's physician of the dates the unit member is disabled for purposes of this leave.

8.1.5.3 Use Of Unpaid Leave After Exhaustion Of Sick Leave

Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery from these conditions when sick leave as set forth in Section 8.1.1 has been exhausted.

8.1.5.4 Return From Pregnancy Disability

The unit member on leave because of pregnancy disability shall be entitled to return to her original position, unless there has been a program change, or to a comparable position.

8.1.5.5 Concurrent Leaves

Leave under this section shall run concurrently with any leave required by state or federal law for the same qualifying purpose.

8.1.6 Personal Necessity Leave

A unit member may use up to a maximum of seven (7) days of accumulated sick leave in each school year for personal necessity. Personal necessity leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

8.1.6.1 Reasons For Personal Necessity Leave

Personal necessity leave is to be used for a death or serious illness of any member of the immediate family (as defined in Section 8.2.1), religious observances, an accident involving the person or property of the immediate family, or other serious, urgent personal needs that do not include vacation or concerted activities.

8.1.6.2 Notice To Superintendent

If the need for personal necessity leave is foreseeable, the unit member shall provide the Superintendent with 24-hour advance notice of the need for leave and shall arrange for a substitute.

8.1.7 Leave To Care For A Sick Child, Parent, Spouse, Or Domestic Partner

8.1.7.1 In any school year, unit members may use up to a maximum of five (5) days of leave that are credited in one (1) year under Section 8.1.1.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. The provisions of Sections 8.1.1.3, and 8.1.1.5 shall apply to a unit member's use of sick leave to attend to an illness of the member's child, parent, spouse, or domestic partner.

8.1.7.2 As used in this section:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

8.1.7.3 This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

8.2 Compensated Leaves Not Deducted From Sick Leave

8.2.1 Bereavement Leave

Unit members shall be granted a paid leave of absence not to exceed three (3) days, or five (5) days if more than four hundred (400) total miles of travel is required, in the event of death of any member of the unit member's immediate family. "Member of immediate family" means mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, stepson, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the unit member. In special cases, the Superintendent may grant this leave in cases not stipulated above.

8.2.2 Jury Duty Leave

A leave with pay shall be granted to unit member called for jury duty in the manner provided by law. A unit member who receives a jury summons shall submit a copy of summons. At the conclusion of jury duty, the unit member shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the unit member. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the unit member has received for attendance as a juror, excluding the statutory mileage fee.

8.2.3 Witness Leave

A unit member shall be granted a leave with pay when subpoenaed to appear as a witness. A unit member requesting witness leave shall submit a copy of the subpoena. At the conclusion of the unit member's appearance, the unit member granted leave shall submit a verified statement, specifying the dates and times the unit member appeared. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the unit member has received for appearing as a witness, excluding the statutory mileage fee.

8.2.4 Industrial Accident Or Illness Leave

8.2.4.1 Eligibility

Unit members are entitled to industrial accident or illness leave according to Education Code Section 44984 for personal injury or illness that qualifies for workers' compensation.

8.2.4.2 Duration

Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness. Up to an additional twenty (20) days will be provided to cover that portion of sick days that a unit member has accumulated less than twenty (20).

8.2.4.3 Not Accumulated

Allowable leave shall not be cumulative from year to year.

8.2.4.4 Days of Leave

Industrial accident or illness leave will commence on the first day of absence. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

8.2.4.5 Overlapping Year

When an industrial accident or industrial illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

8.2.4.6 Compensation

When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid the portion of the salary due to the unit member for any month in which the absence occurs as, when added to the unit member's temporary disability indemnity payment, will result in a payment of not more than the unit member's full salary.

8.2.4.7 Return To Work

The unit member shall be deemed to have recovered from an industrial accident or illness and able to return to work, at such time as the unit member and his/her physician agree that the unit member has recovered. The District may require a medical doctor's verification and clearance to return to work.

8.2.4.8 Exhaustion Of Workers' Compensation Leave

Upon exhaustion of industrial accident or illness leave, the unit member shall be entitled to use leave available under Sections 8.1.1.1 (Annual Earned Sick Leave), 8.1.1.2 (Accumulated Earned Sick Leave), and 8.1.1.3 (Extended Sick Leave with Difference Pay), and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much accumulated sick leave which, when added to the unit member's temporary disability indemnity, will result in a payment of not more than the unit member's full salary.

8.2.4.9 Travel Requirement

Any unit member receiving benefits under this Article shall remain within the State of California during periods of injury or illness, unless the Board authorizes the unit member to travel outside of the state.

8.3 Uncompensated Leaves Of Absence

8.3.1 Family Care And Medical Leave

The federal and state family medical leave acts entitle qualified employees up to twelve (12) weeks of unpaid leave per year for a child's birth or adoption or serious health condition, to care for a spouse or parent with a serious health condition, or when a serious health condition renders the employee unable to work.

8.3.1.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA").

The provisions of this Agreement and District family care and medical leave policies will be applied in conformance with the FMLA and the CFRA.

8.3.1.2 Unit members on family medical leave as described in this Section (8.3.1) shall be entitled to the District contribution toward group health benefits during the period of leave on the same basis as coverage would have been provided had the unit member not taken family medical leave.

8.3.1.3 FMLA and/or CFRA leave will run concurrently with any paid or unpaid leave provided to a unit member under this Agreement for the same qualifying reason.

8.3.2 Personal Leave – Long Term

In addition to, and after exhaustion of, any other paid or unpaid leaves available under this Agreement, at the discretion of the Board, a unit member with the District may be granted leave of absence for a period of up to two (2) years if mutually agreed upon. The unit member shall give the Board two (2) months' notice prior to the proposed leave.

8.3.2.1 There shall be no compensation for personal leave and no salary increment shall accrue during the leave.

8.3.2.2 Examples of reasons for personal leave are: child rearing, holding a public office, home or family responsibility, foreign or domestic travel, study, business matters, maternity and child care, mental or physical health.

8.3.2.3 A reminder will be sent to individuals on personal leave by December 15. Unit members granted leave under this section shall notify the

Superintendent in writing prior to February 1 of the year during which the leave is being taken whether the unit member will return to duty the following school year.

8.3.2.4 Failure to give notification will be cause for dismissal.

8.3.2.5 Unit members granted long-term uncompensated leaves shall:

Return to a certificated position after an approved long-term leave.

Be a participant in the District's benefit program at the unit member's own expense for a long-term approved leave.

At the discretion of the Board, be covered at District expense for the health and dental benefits currently in existence for an uncompensated long-term mental or physical health leave.

8.3.3 Personal Leave – Short Term

At the discretion of the Superintendent, a unit member may be granted personal limited leave not to exceed one (1) week.

Two (2) weeks' notice must be given to the Superintendent unless an emergency occurs that makes shorter notice necessary.

In all cases, one daily rate of pay will be deducted for each day of uncompensated short term leave.

8.4 Miscellaneous Conditions Of Leaves Of Absence

8.4.1 Liability

The District shall not be held liable for the payment of any compensation or damage arising from the death or injury of any unit member while on any leave of absence under this Agreement.

8.4.2 Paid Leaves

Unit members on paid leave of absence shall:

8.4.2.1 Receive credit for annual salary increment provided during the leave.

8.4.2.2 Receive during the leave all approved health and dental benefits to the extent not expressly prohibited by law.

8.4.2.3 Return to the same position held immediately before commencement of leave unless the leave is for more than six (6) consecutive teaching calendar months.

ARTICLE IX: EVALUATION PROCEDURES

9.1 Purpose

The purpose of unit member evaluation is the continued improvement in the performance of all unit members and thereby the improvement of the quality of education.

9.2 Evaluation Criteria

The District shall evaluate and assess certificated employees' performance as it relates to:

- 9.2.1 The progress of students toward District-established achievement standards, and applicable state-adopted academic content standards as measured by state-adopted criterion referenced assessments.
- 9.2.2 The instructional techniques and strategies used by the certificated employee.
- 9.2.3 The certificated employee's adherence to the District's curricular objectives.
- 9.2.4 The certificated employee's establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 9.2.5 Fulfilling school-wide responsibilities.
- 9.2.6 The above criteria include and shall be supplemented by the California Standards for the Teaching Profession ("CSTP") listed below and shall constitute the standards for the evaluation of the certificated employee. The references to CSTP are listed below parenthetically.
- 9.2.7 Engaging and supporting all students in learning. (Standard "1")
- 9.2.8 Creating and maintaining effective environments for student learning. (Standard "2")
- 9.2.9 Understanding and organizing subject matter for student learning. (Standard "3")
- 9.2.10 Planning instruction and designing learning experiences for all children. (Standard "4")
- 9.2.11 Assessing student learning. (Standard "5")
- 9.2.12 Developing as a professional educator. (Standard "6")
- 9.2.13 Evaluation of the above factors shall be mitigated by unusual circumstances over which the certificated employee has no control. A certificated employee is responsible only for those aspects of the instructional program under the certificated employee control or responsibility.

9.2.14 Evaluations shall not include the use of publishers' norms established by standardized tests.

9.3 Procedures

- 9.3.1 The administrator, as the primary evaluator, will formally evaluate probationary and temporary teachers at least once a year and permanent teachers at least once every other year.
- 9.3.2 The administrator will formally evaluate, at least once a year, every permanent teacher whose last evaluation included an "unsatisfactory" rating or two or more "needs improvement" ratings.
- 9.3.3 The evaluator and unit member being evaluated shall meet in a pre-evaluation conference to review the evaluation procedure, and to discuss mutually agreeable goals for the unit member utilizing the CSTP and considering the unit member's working conditions, including class size. In the absence of mutual agreement between the unit member and the evaluator, the Board shall determine goals utilizing the CSTP.
- 9.3.4 A secondary evaluator may be appointed by the administrator. When the administrator decides to appoint a secondary evaluator, every attempt will be made to reach mutual agreement regarding the selection of the secondary evaluator during the pre-evaluation conference. If the teacher and administrator are unable to reach mutual agreement on the secondary evaluator, the administrator will be the only evaluator.
- 9.3.5 At least two formal observations by the evaluator of not less than thirty (30) minutes each in the classroom shall be part of the evaluation process. The evaluator may make additional scheduled or unscheduled observations in the classroom and on the campus.
- 9.3.6 Within ten (10) teaching days after the formal observations, the evaluator will hold a conference with the teacher, during which a report of the observations will be discussed. As soon as possible after the conference, a written summary by the primary evaluator will be presented to the teacher which may include statements of a positive nature and descriptions of unsatisfactory performance. The written summary should also include specific recommendations for means of improvement and suggestions for available sources of assistance.
- 9.3.7 After at least two (2) formal observations and conferences, the evaluator will present and discuss with the teacher the final written evaluation. This shall be signed by both the evaluator and the teacher, with one copy placed in the personnel file and the other one given to the teacher. The teacher's signature indicates only that he was presented with a copy of the final written evaluation and that a conference was held. Teachers may attach a written response to the final written evaluation.

- 9.3.8 All teachers may submit a written self-assessment to accompany the formal written evaluation for the personnel file. Teachers may also request an additional evaluation to be made by a person of their choice. Every attempt will be made to reach mutual agreement regarding the selection of this person. Teachers requesting such an evaluation may also have a written summary of this evaluation included in their personnel file. In the case of contradictory evaluations, or at the request of the teacher, the Board must read the entire personnel file of the teacher. The Board may provide release time for any additional evaluator.
- 9.3.9 Assistance shall be provided when a request is initiated by an employee who recognizes a need for improvement in his/her own performance. Subsequently, one or more conferences shall be held with the employee to assist or review the progress that is being made to correct the deficiencies.
- 9.3.10 All items pertaining to evaluation may be filed in the personnel file only after the teacher has had an opportunity to review the material and write a response, if desired.
- 9.3.11 Following is a calendar that will guide the evaluation procedures:

Prior to October 1	Teachers being evaluated will be notified.
Prior to November 1	A pre-evaluation conference may be held, and a secondary evaluator may be designated.
Between Nov. 1 and Dec. 15	Probationary and temporary teachers will have their first formal observation and conference.
Between Jan. 1 and March 1	Probationary and temporary teachers will have their second formal observation and conference.
Between Nov. 1 and April 1	Tenured teachers being evaluated will have their formal observations and conferences.
Prior to March 1	Final evaluation summaries need to be completed for probationary and temporary teachers.
Prior to May 1	Final evaluation summaries to be completed for tenured teachers being evaluated.
Prior to June 1	All appropriate information will be placed in the teacher's personnel file.
Prior to the last day of school	A conference will be held to discuss the written evaluation.

9.4 PAR Referral

- 9.4.1 Teachers who receive an “unsatisfactory” evaluation in any domain of the Ross School Evaluation form shall be referred to the PAR Program (Appendix C) by the administrator evaluator.
- 9.4.2 Teachers receiving two or more “needs improvement” on the Ross School Evaluation form in two consecutive years shall be referred to the PAR Program by the administrator evaluator.
- 9.4.3 Teachers receiving two or more “needs improvement” on the Ross School Evaluation form may be referred to the PAR Program.
- 9.4.4 Any teacher referred to the PAR Program shall participate in PAR. The referred teacher’s participation is mandatory.

ARTICLE X: EMPLOYEE BENEFITS

10.1 Health Insurance, Dental Insurance, Vision and Life Insurance

- 10.1.1 For the 2009-10 school year, the District identifies CalPERS Health Benefit plans for District employees. The employees may choose any of the CalPERS plans. The District will provide funding in the amount of the monthly contribution for employee-only participation in Kaiser, plus dental, vision and life. If teachers choose a plan other than Kaiser, the District will contribute, for the duration of this contract only, an additional 20% of the cost of Kaiser, up to the cost of the Blue Shield plan (employee only). For example, if the Blue Shield plan costs 15% more than the Kaiser plan, the District will contribute the amount of Kaiser plus 15%. If the Blue Shield plan costs 25% more than the Kaiser plan, the District will contribute the amount of Kaiser plus 20%.
- 10.1.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive the full health insurance coverage authorized by the Board for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

10.2 Certificated Employees Retiring Prior to Age Sixty-Five (65)

Certificated employees with either ten (10) years of full time service in the District, or the equivalent combination of full and/or part-time service at .5 FTE or greater, who elect to retire after the age of fifty-five (55) and prior to the age of sixty-five (65), shall be included, if they so desire, in the District health, dental, vision and life insurance programs until age sixty-five (65). The District shall pay benefits as stated in Section 10.1 and 10.5.1.

At age sixty-five (65) certificated employees hired prior to April 1, 1986, with ten (10) years of full time service in the District, or the equivalent combination of full and/or part-time service at .5 FTE or greater, may elect to continue benefits under Section 10.3 and 10.5.1 below.

At age sixty-five (65) certificated employees hired between April 1, 1986 and June 30, 1999, with ten (10) years of full time service in the District, or the equivalent combination of full and/or part time service at .5 FTE or greater, shall continue benefits under Section 10.3 and 10.5.1 below unless they elect, in writing, not to continue such benefits. A letter describing the plans and enrollment guidelines and a copy of Article X will be personally delivered or sent by certified mail to each eligible teacher upon retirement.

10.2.1 Benefits for Part-Time Employees Retiring Prior to Age Sixty-Five

Part-time employees who are eligible for retiree benefits (see Section 10.2) shall receive benefits on a pro rata basis.

10.3 Certificated Employees Retiring or Retired at Age Sixty-Five (65) or Later

10.3.1 Certificated employees hired prior to April 1, 1986 who retire at age sixty-five (65) or later and who so desire shall be covered at District expense for the teacher retirement health, vision, life, and dental plans. A letter describing the plans and enrollment guidelines and a copy of Article X will be personally delivered or sent by certified mail to each eligible teacher upon retirement.

10.3.2 Certificated employees hired between April 1, 1986 and June 30, 1999, with either ten years of full time service in the District or the equivalent, as defined in Section 10.2, may continue to participate in the District's health, vision, life and dental programs, under the following terms, unless they elect in writing not to continue such coverage:

The District contribution (employee only) will be in the amount of:

- (1) 50% of the cost for the retiree-equivalent of the plan offered to active employees [e.g., if the district provides active employees with the cost of Kaiser single party, then a retiree would receive a maximum of 50% of the cost of the Kaiser single party Medicare Supplement; if the District provides active employees with the cost of Kaiser single party Medicare Supplement; if the District provides active employees with the cost of Kaiser single plus 20%, then a retiree would receive a maximum of 50% of the cost of the Kaiser single party Medicare Supplement plus 20% (Senior Advantage or its successor).] (See Section 10.1.1 for the plan offered to active employees.)
- (2) Any required District health plan or other benefits contribution, such as the CalPERS contribution, will be deducted from the amount the District pays to retirees.

10.3.3 Retiree health benefits for employees hired after June 30, 1999, will only be extended until the employee's 65th birthday.

10.3.4 Part-time employees who are eligible for retiree benefits (see Section 10.3.2) shall receive benefits on a pro rata basis.

10.4 Continuation of Benefits

Certificated employees who terminate shall be entitled to health coverage at their own expense in accord with the federal COBRA law and regulations.

10.5 Part-Time Employees

10.5.1 Certificated employees who work half-time or more shall be entitled to receive health, dental, and life insurance benefits paid for by the District on a pro rata basis. The employee shall prepay his/her pro rata share.

10.5.2 Certificated employees who split a 1.0 F.T.E contract at a .5/.5 assignment shall be entitled to split health, dental, vision, and life insurance benefits as needed not to exceed 1.0 F.T.E. costs.

Certificated employees who split a 1.0 F.T.E. contract at a .5/.5 assignment can divide the benefits package as they wish not to exceed the 1.0 F.T.E. costs.

10.5.3 Certificated employees who worked on a part-time or split contact basis prior to July 1, 1989, and continue to work on that same basis after that date shall be entitled to receive District paid benefits in accord with their original part-time or split-time agreement.

10.6 Long Term Uncompensated Leave

Certificated employees on a long term uncompensated leave may participate in District benefit plans at their own expense.

ARTICLE XI: SALARY

11.1 Salary Schedule

11.1.1 2013-2014 and 2014-2015 School Year (Two-Year Settlement)

The 2012-13 salary schedule shall be increased by 2% across the board, effective July 1, 2013 and is attached as Appendix D. The 2013-14 salary schedule shall be increased by 2% across the board, effective July 1, 2014 and is attached as Appendix E.

11.1.1.1 If sufficient additional semester units are filed during the summer and before September 1, the teacher's placement will be corrected to reflect the higher salary.

11.1.2 Notwithstanding Article XVII, if the funding status of the District changes from Basic Aid to other state funding (i.e. Revenue Limit), the negotiations team will meet to renegotiate salaries.

11.2 Salary Schedule Placement And Advancement

11.2.1 Initial Placement

- 11.2.1.1 The Superintendent will make the initial placement of employees on the salary schedule.
- 11.2.1.2 Experience credited for validated years of experience may be allowed on a year-to-year basis for unit members hired after July 1, 2002. As of July 1, 2013, up to twelve (12) years of validated experience will be allowed for initial salary schedule placement credit. Those employed without a valid CA standard teaching credential will be required to obtain same prior to tenure.

11.2.2 Step Advancement Requirements

- 11.2.2.1 All advancement on the salary schedule for full-time and part-time personnel shall be at the rate of one step for each year of employment at Ross School.

11.2.3 Column Advancement

- 11.2.3.1 Unit members shall be placed in the appropriate column of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next school year after the new classification requirements have been set.
- 11.2.3.2 Transcripts for all college work must be on file in the office. Salary placement is based on transcripts on file.
- 11.2.3.3 If sufficient additional semester units are filed during the summer and before September 1, the teacher's placement will be corrected to reflect the higher salary.

11.2.4 Unit Conversion And Approval

- 11.2.4.1 Unit members requesting credit for courses must have the approval of the Superintendent prior to taking the course. Course approval will be granted only for those courses which the Superintendent determines will extend the instructional competency or assignment flexibility of the unit member.
- 11.2.4.2 Semester units of college work, except for approved special work, are the basis for granting column credit. Quarter units are converted to semester units by multiplying the quarter units by two-thirds. If this multiplication results in a fraction that, when added to other semester units, is within one-half unit from the required units for qualifying for

the next column, then the fraction shall be rounded off to the next whole number, and the unit member shall be placed on the next column.

- 11.2.4.3 Only units from accredited colleges and universities and earned after obtaining a Bachelors Degree and Teaching Credential authorizing service in the position for which the unit member was employed, shall be counted.

11.2.5 Limitations Of Units

Units accepted for advancement on the salary schedule will be approved by the Superintendent prior to taking the course, as follows:

- 11.2.5.1 A maximum of three units credit may be earned for travel with a specific educational itinerary planned for the accomplishment of an expressed purpose and meeting a specific educational objective. Travel in this category will not be related to Sabbatical Leave.

11.2.6 Career Increment

Steps 16, 20, 24, 28, and 32 on the salary schedule shall be attained by those teachers completing fifteen (15), nineteen (19), twenty-three (23), and twenty seven (27) years, and (31) years respectively, of service and years of credit given to the teacher upon initial enrollment.

11.2.7 Request For Information

Upon request, the District shall provide any unit member with current information regarding his placement on the salary schedule, requirements with respect to physical examinations, accumulated sick leave, and other information as the teacher's role as an employee of the District would responsibly require. Such information shall be provided as rapidly as possible, but not later than ten (10) working days subsequent to the filing of the request. A working day, in this context alone, means days during which the District office is open for business.

11.3 Other Salaries

11.3.1 Master's Degree Stipend

\$1,000 will be awarded each year to any unit member holding a master's or more advanced degree.

11.3.2 Other Stipends

Other stipends for District-approved activities and services shall be provided in the amounts listed in Appendix F.

The District shall select the unit members for the stipend activities and services after providing notice to unit members of the available stipends and giving unit members the opportunity to apply for the stipend activities/services.

11.3.3 Mileage Reimbursement

Unit members required to use own cars in the performance of their duties shall be reimbursed for all such travel at the MCOE rate per mile for all driving done between the arrival at the first district's location at the beginning of the work day and the last district's location at the end of the work day.

11.3.4 Property Damage Reimbursement

The Board may consider, when brought to its attention, reimbursement to teachers for loss, damage or destruction of personal property suffered while performing service for the District.

ARTICLE XII: WORK YEAR

- 12.1 The work year for continuing permanent and non tenured unit members shall consist of one hundred and ninety-one (191) days. The work year for new unit members shall consist of one hundred and ninety-three (193) days.
- 12.2 A minimum of one hundred and eighty (180) days shall be specified by the Board as teaching days.
- 12.3 Of the remaining non-teaching days, there will be six (6) staff development days and one (1) pupil-free parent teacher conference. In addition there will be four teacher work days. The unit member's work days declared by the Board shall be used for planning, preparation, and record keeping.
- 12.4 For permanent unit members, two of these work days shall be "flexible." These two "flexible" days must be worked during the period between July 1 and no later than one week after the end of the instructional year, during non contract work hours, on site at Ross School, in hour increments. Each unit member shall maintain a record of time worked on time sheets submitted to the District Office within one week of time worked. The remaining two work days shall be scheduled on the calendar.
- 12.5 For non tenured unit members, all four work days shall be scheduled on the calendar. For new unit members, there will be two orientation days to be scheduled prior to the first teacher work day.
- 12.6 The work year may be shortened. If this should happen, unit members' salary will be reduced per diem accordingly.

ARTICLE XIII: SHARED CONTRACTS

13.1 Purpose

Shared contracts may be permitted so that: (a) required certificated unit member reductions due to declining enrollment may be minimized; (b) unit members may pursue their education, travel, meet family responsibilities, and/or prepare for retirement.

13.2 Definition

Shared Contract: One (1) full-time assignment shared by two (2) current certificated unit members.

13.3 Eligibility

Shared contracts are available to all unit members whose request for shared placement is submitted by the deadline of February 1 and approved by the Board.

13.4 Application Procedure

Written requests for shared contracts stating duration of assignment, reasons, benefits, etc., should be submitted to the Superintendent prior to February 1 of the school year preceding the requested shared assignment.

13.5 Limitations

Shared contracts require the mutual agreement of the Superintendent and unit members involved and Board approval. The Board will determine the number of shared contracts to be allowed each year.

13.6 Allocating Responsibilities

13.6.1 Unit members requesting a shared contract will meet with the Superintendent to develop a mutually agreed suitable work-year calendar.

13.6.2 Both unit members sharing a contract will be required to attend the pre-school days full-time ratio, and the first week of the school year full time unless the contract is on a mid-term split. In this case, both unit members will be required to be on duty for the overlap week at mid-term.

13.6.3 Unit members sharing a contract may both be required to attend regular staff meetings and other meetings as required by the Superintendent, and will be paid for these if they are on days the unit member would not normally work.

13.6.4 Unit members sharing a contract will share proportionately in non-teaching duties allocated to the staff. Together they will assume the approximate responsibilities of the certificated position(s) they are sharing.

13.6.5 If asked to work hours beyond their proportion of the contract (i.e. staff development days on days they would not normally work), they will be paid on a per diem basis, prorated as necessary for hourly rate of a regular contract day.

13.7 Confirmation Of Request

Shared contracts will be issued reflecting all pertinent information concerning the shared assignment, i.e., dates indicating the duration of the assignment, description of the subject; grade level, location, salary, and benefits. The shared contract will include a statement: "If you wish to renew this shared position for the next school year, your written request must be filed on or before February 1 of the school year to which this contract applies." The Board shall attempt to honor any requests filed on or before February 1; however, approval of shared contract requests is at the Board's discretion.

13.8 Governing Board Approval

Requests for shared contracts will be presented for Board action as leave requests.

13.9 Compensation And Benefits

13.9.1 Unit members who complete shared assignments will be advanced annually for experience.

13.9.2 Unit members receive sick leave credit and compensation according to the proportion their position bears to a full-time position. Compensation will be established in conjunction with the current salary schedule.

13.9.3 The unit member will be responsible for obtaining from the State Teachers Retirement System ("STRS") information on how a shared contract will affect their STRS status. The District and unit member will contribute to STRS as required by law.

13.9.4 Shared contract unit members shall receive benefits according to Article X.

13.10 Assignment Upon Return To Full-Time Status

Unit members returning to full-time status from a shared contract will be entitled to the same rights as any other certificated unit member, namely, to indicate their preference at the time staffing forms are circulated by the Superintendent.

13.11 Changes Subsequent To The Issuance Of Letters Of Confirmation

If the District finds it necessary to alter the agreed upon conditions of shared employment, the unit member shall have the right to a full-time position. If the unit member, after accepting a shared contract, requests a return to full-time basis, the District shall attempt to honor the request, but shall not be obligated to do so for the duration of that contract.

13.12 Renewal

Shared contracts may be renewed on an annual basis with mutual consent of the District and unit members. A renewal request must be submitted by February 1 of the school year preceding the requested assignment. If not renewed, the unit members return to full-time status at the end of the shared contract.

ARTICLE XIV: EARLY RETIREMENT PROGRAM

14.1 Purpose

These Early Retirement Incentive Programs shall provide unit members of retirement age the opportunity to voluntarily exercise their retirement options at an earlier age. Approval will be granted by the Governing Board upon its determination that the educational program of the District will benefit by the employee's early retirement program participation, and all statutory requirements can be fulfilled.

14.2 General Requirements

14.2.1 A unit member may participate in only one early retirement program option.

14.2.2 Unit members considering applying for an early retirement incentive plan option are required to attend a counseling session conducted by STRS designed to review the financial implications and effects of entering the program.

14.2.3 Applicants must submit a written resignation and have it accepted by the Board prior to entering into an early incentive program contract. The resignation is contingent upon the acceptance by the Board of the applicant's participation in an early retirement incentive program.

14.3 Consultancy Program

14.3.1 Eligibility

14.3.1.1 Be 55-65 years of age, and

14.3.1.2 Have served satisfactorily in the District for at least ten (10) years. The ten (10) years need not be consecutive full-time employment, but total service must be equivalent to ten (10) full-time years at the date of entry into the program.

14.3.2 Application Requirements

14.3.2.1 Unit members shall apply on or before February 1st, prior to the beginning of the school year during which the applicant wishes to retire. An unusual, unforeseen circumstance could be approved by the Board, and applications may be made after February 1.

14.3.3 Consultancy Program Terms

- 14.3.3.1 No more than three (3) consulting contracts under this program will be issued and entered into for any one (1) given school year.
- 14.3.3.2 The Board must identify for the applicant services to be rendered and the services must be acceptable to the certificated participants applying under this policy.
- 14.3.3.3 Participants shall serve for a period of not less than twenty (20) days per school year at activities mutually agreed to by the participant and the District. The nature and duration of the consultancy shall be mutually planned and agreed upon by the participating consultant and the Superintendent. In all cases the expertise of the consultant shall be used for the betterment of the Ross School program.
- 14.3.3.4 Participants entering this program shall receive a one-year contract renewable annually for a period up to five (5) years or to age sixty-five (65), whichever comes first. Renewal is subject to satisfactory performance of the annually assigned activities and must be approved by the Board.
- 14.3.3.5 Participants with approved contracts are guaranteed that the contract in force will be honored for a five (5) year period subject to satisfactory performance of the annual assigned activities.
- 14.3.3.6 With the specific and prior approval of the Board, the years of service need not be consecutive.
- 14.3.3.7 The consultant contract will be in the form attached, and the terms are subject to change consistent with this Article and as may be mutually agreed upon by the Board and the consultant participant.

14.3.4 Compensation

- 14.3.1.1 Participants' annual compensation for twenty (20) days or more of the service period shall be up to but no more than the maximum amount allowed by law, plus a dollar amount equal to the cost of health and similar benefits at the level of coverage provided the participant at the time of the participant's entry into the program.

(See Appendix A)

14.4 Incentive Payment Program

The unit member may receive a one time payment of \$15,000 from the District at the discretion of the Board, with the payment schedule to be determined mutually between

the District and the unit member by June 30. This payment may be made directly to the unit member or may fund an annuity which the unit member has set up. Incentive payment amount to be multiplied by the average FTE of a unit member using their entire service at Ross School.

14.4.1 Eligibility

- 14.4.1.1 Be 55-60 years of age.
- 14.4.1.2 Have served satisfactorily in the District for at least ten (10) years. The ten (10) years need not be consecutive full-time employment, but total service must be equivalent to ten (10) full-time years at the date of entry into the program.
- 14.4.1.3 A unit member must resign from the District position to enter the program, and once elected to participate in the program may not return to regular employment in the District.

14.4.2 Application

Unit members shall apply on or before February 1, prior to the beginning of the school year during which the applicant wishes to retire. An unusual, unforeseen circumstance could be approved by the Board, and applications may be made after February 1.

14.5 Phased-In Early Retirement Plan

Eligible unit members may reduce their workload from full-time to half-time while maintaining full-time health benefits and STRS status for retirement.

14.5.1 Eligibility

Participating unit members must meet all of the following requirements:

- Unit members shall have been employed by the District for at least ten (10) years in certificated positions.
- For the five (5) years immediately preceding the unit member's reduction to part time, the unit member must have been employed full-time by the District.
- The unit member must be at least 55 years of age.

14.5.2 Request To Reduce Employment To Half-Time

A unit member interested in participating in this program should submit the appropriate application form to the District no later than February 1 prior to the beginning of the school year during which the applicant wishes to enter this program. The applicant must notify the Board of the applicant's decision no later than two (2) months prior to the end of the school year. The District shall determine the eligibility of the unit member and notify the unit member. After the

unit member has been notified of eligibility for the program, the unit member shall be a program participant and the unit member shall not be assigned to a full-time workload unless the unit member's participation is revoked as described in Section 19.2.3.

14.5.3 Request To Return To Full Time Employment

To revoke participation in this program, both the unit member and the District must consent to the revocation. The unit member may request to return to full time employment for the next school year. The unit member's request must be submitted in writing to the District prior to March 1.

14.5.4 Salary

Unit members participating in the program shall be placed on the salary schedule and advance on the salary schedule in the same manner as if they had been working full-time. While unit members are participating in this program, their salary shall be one-half of their full-time salary.

14.5.5 Benefits

Participating unit members' health and welfare benefits shall be the same as if the unit members were working full-time.

14.5.6 Sick Leave

Unit members participating in this program will earn one-half (1/2) the amount of sick leave that would have been earned in full-time employment. A unit member in this program will use earned and accumulated sick leave on the same basis as his/her employment.

14.5.7 Retirement

Participating unit members and the District shall contribute to STRS as if the participating unit members were full-time. Full-time retirement credit for half-time (50%) work shall not exceed five (5) years just prior to retirement.

14.6 One Year Final Compensation

Education Code Section 22135 regarding "final compensation" shall apply to all "classroom unit members," as defined in Education Code Section 22135© and (d).

14.6.1 Eligibility

An employee wishing to participate in the program must be a classroom unit member who retires, becomes disabled or dies, as defined in Education Code Section 22135,

"Classroom unit member" means:

- 14.6.1.1 All unit members and substitute unit members in positions requiring certification qualifications who spend, during the last ten

(10) years of their employment with the same employer which immediately precedes their retirement, sixty (60%) percent or more of their contract time each year providing direct instruction. For the purpose of determining continuity of employment within the meaning of this subdivision, an authorized leave of absence for sabbatical or illness, or other bargained or employer-approved leaves shall not constitute a break in employment.

14.6.1.2 Other certificated personnel who spend, during the last ten (10) years of their employment with the same employer which immediately precedes their retirement, sixty (60%) percent or more of their contract time each year providing direct services to pupils, including, but not limited to, librarians, counselors, nurses, speech therapists, resource specialists, audiologists, audiometrists, hygienists, optometrists, psychologists, driver safety instructors, and personnel on special assignment to perform school attendance and adjustment services.

14.6.2 All benefits provided by this Section 14.6 shall be paid through the District and unit member contributions as follows: the employer will pay up to the amount in the Early Retirement Incentive Fund. Should the cost of this option exceed the Early Retirement Incentive Fund, the unit member may still select this option if the unit member funds the excess cost over the amount in the Retirement Fund.

14.6.3 The District shall remit to STRS, at the time and in the amount determined by STRS in accordance with the Education Code, the cost of the benefits provided under this Section 14.6, including any associated administrative costs.

14.6.4 Notwithstanding this agreement, the parties understand that no benefits will be paid by STRS in excess of the benefits payable under the laws governing STRS, including any limitations imposed by Section 415 of the Internal Revenue Code of 1986.

ARTICLE XV: CONCERTED ACTIVITIES

15.1 It is agreed and understood that the officers and members of the Association will not declare or participate in a strike or slow-down during the term of this Agreement.

15.2 It is agreed and understood that any unit member violating this Article is subject to appropriate discipline, up to and including termination by the District.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

16.1 Effect Of Agreement

16.1.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this Agreement. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized in this Agreement. This shall not preclude the Association from exercising its right to consult pursuant to Government Code Section 3543.2 on items not included in this Agreement.

16.1.2 Individual Contracts

Any individual contracts between the Board and unit members involving work under this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

16.1.3 Savings

Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision of the contract. If both parties mutually agree, the parties shall renegotiate the section, paragraph, or provision affected.

16.2 Printing The Agreement

Within thirty (30) days of ratification of the Agreement by both parties, the Board shall have copies prepared and delivered to the Association for distribution to each unit member in the District.

16.3 Appendices

Appendices incorporated into this Agreement are made part of this Agreement as much as if they had been set forth at length in the Agreement.

ARTICLE XVII: TERM OF AGREEMENT

- 17.1 This Agreement shall remain in force and effect from July 1, 2013, until June 30, 2015 and settles all contract negotiations for the term of this contract.
- 17.2 During the term of the contract the parties, by mutual consent, may open negotiations on any item.

APPENDIX A: AGREEMENT FOR EDUCATIONAL CONSULTANT SERVICES

ROSS SCHOOL DISTRICT
AGREEMENT FOR
EDUCATIONAL CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ by and between the ROSS SCHOOL DISTRICT, of Marin County, California hereinafter referred to as the District and _____, hereinafter referred to as the Consultant,

WITNESSETH:

WHEREAS, it is the desire of the governing board of the ROSS SCHOOL DISTRICT to employ professionally trained consultant, _____, and

WHEREAS, such service will assist the governing board in discharging its legal obligation to provide an adequate educational program and will supplement assistance by the State and County authorities and not replace such assistance;

WHEREAS, Consultant is especially trained, experienced and competent to perform such services.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said term and conditions.

APPENDIX A: AGREEMENT FOR EDUCATIONAL CONSULTANT SERVICES

ROSS SCHOOL DISTRICT
AGREEMENT FOR
EDUCATIONAL CONSULTANT SERVICES

1. TERM OF THE AGREEMENT

The terms of this agreement shall be renewable on an annual basis for a period of not to exceed _____ years, commencing _____, 20__ and terminating _____, 20__.

2. TERMINATION OF THE AGREEMENT:

Notwithstanding the term of years specified in paragraph 4 herein, Consultant shall have the right to terminate in writing this employment agreement at the end of the said school years specified herein. Upon such election and acceptance by the superintendent/governing board, both parties shall be free from any further obligation hereinunder.

3. SERVICES TO BE RENDERED BY THE CONTRACT:

The Consultant agrees to: _____

Said services shall be rendered for 20 days (160 clock hours) during each year of this contract.

4. PAYMENT

In consideration of the services to be rendered, the District agrees to pay the consultant up to but no more than the maximum amount allowed by law.

Upon the completion of service, Consultant shall submit to District in duplicate, an invoice stating the number of days worked by Consultant and the services performed. This invoice shall be signed by the supervising administrator and sent to the Personnel Office. Payment shall be made to Consultant by District within 30 days following the receipt of the invoice.

5. HEALTH AND DENTAL COVERAGE:

The District will provide a dollar amount equal to the current contribution for health and dental insurance coverage for regular employees on the basis as existed upon Consultant's resignation from full-time employment by the District subject to subsequent change of rates.

6. FAILURE TO PERFORM:

If, in the opinion of the District, the Consultant at any time fails, refuses or neglects to completely perform any of the arranged duties under this agreement, it shall constitute a breach of the entire agreement, and the District may terminate this agreement.

7. VOLUNTARY ELECTION:

Consultant has elected to enter the Early Retirement Incentive Program offered by the District and has qualified for such program under the requirements established by the District.

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

ROSS SCHOOL DISTRICT

BY: _____
Superintendent

BY: _____
Consultant

Address

APPENDIX B: PEER ASSISTANCE AND REVIEW PROGRAM

1.1 Preamble And Purpose

- 1.1.1 The Ross School District Teacher's Association ("RSDTA") and Ross School District ("District") strive to provide high quality education to the students of Ross School. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to participate in the design and implementation of a professional development program. The intent of the program is to maintain and improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.
- 1.1.2 The parties desire to establish and maintain a program, pursuant to Education Code Section 44500, et seq., to provide assistance to all teachers employed by the District who are in need of support and assistance in subject matter knowledge, teaching strategies or teaching methods. Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement. This program shall be entitled the Peer Assistance and Review Program (sometimes referred to as "PAR," "PAR Program," or the "Program").

1.2 Program Governance Structure

- 1.2.1 The PAR Program will be administered by a Panel, which shall consist of a minimum of four (4) members, a minority of whom will be selected by the District, and a majority by the teachers. The teachers should have expertise in the grade levels or content areas and represent K-3, 4-5, and 6-8 grade level groups. The other member(s) will be an administrator chosen by the District.
- 1.2.2 Each member shall serve a maximum of three (3) years. The changes in the Panel shall be determined at the end of each year. The Panel shall decide how many new members are needed and shall select new members from the applicant pool.
- 1.2.3 The Panel will establish its operational procedures, including the method for the selection of a chairperson. All actions of the Panel shall be approved by an affirmative vote of at least a majority of the members.
- 1.2.4 The Panel shall meet at times and places as they shall determine. In no event shall the Panel meet fewer than three (3) times in a given school year.
- 1.2.5 Teacher members of the Panel shall receive release time to perform their duties and/or a stipend as specified in Appendix F.
- 1.2.6 The District shall designate a secretary to provide secretarial and clerical support to the Panel.

1.3 PAR Panel Responsibilities

The responsibilities of the PAR Panel shall include the following:

- 1.3.1 Selecting Support Providers and providing for their training and guidelines.
- 1.3.2 Sending written notification of participation in the PAR Program to the Referred Participating Teachers, the beginning teachers, the voluntary participating teachers, the Support Providers, and the site administrator.
- 1.3.3 Reviewing reports prepared by Support Providers.
- 1.3.4 Preparing an annual review of the impact of the PAR Program, including recommendations for improvement.
- 1.3.5 Establishing other such incidental duties as may be needed to carry out the functions enumerated above, including rules to guide its deliberations.
- 1.3.6 Assigning the Support Provider to a participating teacher within two weeks of notification. The Participating Teacher has the right to meet with the PAR Panel to discuss, but not grieve, the assignment of the Support Provider.
- 1.3.7 Evaluating the effectiveness of Support Providers in the role of Support Provider and removing the support providers from their Support Provider duties if necessary.

1.4 Support Providers

1.4.1 Definition

A “Support Provider” is a teacher who provides assistance to a participating teacher pursuant to the PAR Program.

1.4.2 Qualifications

The qualifications of the Support Providers shall be set forth in the PAR Panel Rules and Procedures, provided that the following shall constitute minimum qualifications:

- 1.4.2.1 A credentialed classroom teacher with permanent status who has been BTSA trained.
- 1.4.2.2 Substantial recent experience in classroom instruction (a minimum of five (5) years teaching experience is desired).
- 1.4.2.3 Exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the students’ needs in different contexts, and a commendable rating in a majority of the seven (7) standards on the Ross School District Certificated Employee Evaluation Form.
- 1.4.2.4 Demonstrated ability to communicate effectively both orally and in writing.

1.4.2.5 Demonstrated ability to work cooperatively and effectively with others.

1.4.3 Application Process

Each applicant for Support Provider is required to submit two (2) references from individuals with specific knowledge of the applicant's expertise, as follows:

1.4.3.1 An endorsement from a building principal or immediate supervisor.

1.4.3.2 An endorsement from another classroom teacher.

All applications and endorsements shall be treated with confidentiality.

1.4.4 Selection

Support Providers shall be selected by a majority vote of the Panel following classroom observations of applicants by the Panel.

1.4.5 Compensation

A Support Provider shall be provided release time as needed. In addition to the regular salary, a Support Provider shall receive a stipend as specified in Appendix F.

1.4.6 Support Providers Responsibilities

1.4.6.1 Support Providers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no fewer than ten (10) hours of assistance per semester from the Support Providers. Support Providers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

1.4.6.2 The Support Providers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

1.4.6.3 The Support Providers shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports of observations and recommendations to the Referred Participating Teacher for discussion and review. The Panel will get a copy of these reports/observations.

1.4.6.4 The Support Providers shall continue to provide assistance to the Referred Participating Teacher until the District concludes that the teaching performance of the Referred Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Support Providers' report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Panel. The Participating Teacher's signing of the report does not necessarily

mean agreement, but rather that the teacher has received a copy of the report. The Support Providers shall submit a final report which is the Support Providers' final evaluation to the Panel.

1.4.6.5 The results of the Referred Participating Teacher's participation in the PAR Program will be made available for placement in the teacher's personnel file and shall be made available as part of the evaluation conducted pursuant to Article IX of the Collective Bargaining Agreement.

1.4.7 Course Of Assistance

The course of assistance provided to Referred Participating Teacher shall include one or more of the following:

1.4.7.1 Multiple classroom observations by the Support Provider.

1.4.7.2 Assistance specific to the standard or standards which has been evaluated to be "unsatisfactory" or "needs improvement" or other areas deemed in need of assistance by the Support Provider during the period of assistance.

1.4.7.3 Opportunities for the teacher receiving assistance to observe exemplary practice either by the Support Provider or other exemplary teachers, in the company of the Support Provider.

1.4.7.4 District provided professional development opportunities.

1.4.7.5 Conference attendance, often in the company of the Support Provider to facilitate reflection on how this experience fits into the individual learning plan.

1.4.7.6 Other forms of assistance which the Support Provider and the Panel may provide.

1.5 Categories of Participating Teachers

A Participating Teacher is a teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are four categories of Participating Teachers.

1.5.1 Beginning Teacher ("BT") Participants

1.5.1.1 In order to help new teachers successfully begin their careers in the District, all newly hired teachers will be required to participate in the PAR Program.

1.5.1.2 The PAR Program for beginning teachers will be the Beginning Teacher Support and Assessment ("BTSA") program.

1.5.1.3 All Beginning Teacher Participants will be assigned a trained BTSA Support Provider from the PAR Program.

1.5.1.4 The Beginning Teacher Participant and the support provider will receive a copy of the Support Provider job description.

1.5.2 Experienced Teachers New To Ross School

1.5.2.1 In order to help experienced teachers successfully begin their careers in the District, all newly hired experienced teachers may be assigned a trained BTSA Support Provider for the PAR Program.

1.5.2.2 The PAR Program for these teachers may be based on the BTSA Model.

1.5.2.3 The new Experienced Teacher Participant will receive a copy of the Support Provider job description.

1.5.3 Voluntary Teacher (“VT”) Participants

1.5.3.1 A permanent teacher who seeks to improve his/her teaching performance may request the PAR Panel to assign a Support Provider to provide peer assistance. The purpose of voluntary participation is to provide peer assistance, and the Support Provider will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant.

1.5.3.2 Unless requested by the VT, information obtained by the Support Provider while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

1.5.4 Teacher Intervention Program Participants
(Referred Participating Teachers)

1.5.4.1 This component of the program shall provide intervention to permanent teachers, and categorical and temporary teachers, who receive an “unsatisfactory” evaluation in any domain of the Ross School Evaluation Form.

1.5.4.2 Teachers receiving one or more “needs improvement” on the Ross School Evaluation form in a single year, may be referred to the PAR Panel by the Administrator who does the evaluation.

1.5.4.3 Teachers receiving two or more “needs improvement” on the Ross School Evaluation form in a single year, shall be referred to the PAR Panel by the Administrator who does the evaluation.

1.5.4.4 All Referred Participating Teacher participants will be assigned a trained BTSA Support Provider from the PAR Program.

1.6 Participating Teacher Priority

1.6.1 PAR Program resources shall be used in the following priority order:

1.6.1.1 Referred Participating Teachers as defined in Section 1.5.4.1 above.

1.6.1.2 Any others as determined by the Panel.

1.6.2 Participation of Referred Participating Teachers who receive an unsatisfactory evaluation is mandated by law. The PAR Panel shall have the authority to accept or reject other potential teacher participants depending on caseload and resources.

1.7 Referred Participating Teacher

1.7.1 During the period of assistance, the Referred Participating Teacher's PAR evaluation shall be the joint responsibility of the Support Provider and the Panel and shall be based on the teacher's adherence to the Ross School evaluation. As used in this section, "PAR evaluation" means an assessment of the Referred Participating Teacher's participation in the PAR program, and does not replace the evaluation requirements of Article IX.

1.7.2 Nothing in this article precludes the principal or District from evaluating a Referred Participating Teacher pursuant to Article IX, Evaluation, of this Collective Bargaining Agreement nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations. Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., the evaluating administrator will send a copy to the Support Provider and the Panel.

1.7.3 The Support Provider will continue to provide assistance to the Referred Participating Teacher until the District concludes based in part on the Panel's report under Section 1.3.4 above, that the teaching performance of the Referred Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Support Provider will submit a final report to the PAR Panel. The Support Provider may recommend that the Referred Participating Teacher may have an additional year of support.

1.7.4 The Referred Participating Teacher shall have the right to submit a written response to the final report, within twenty (20) days of submission, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Panel, and to be represented at this meeting by the Association representative of his or her choice.

1.8 Referred Participating Teacher Rights In The PAR Program

1.8.1 The Referred Participating Teacher shall be entitled to review all reports generated by the Support Provider prior to their submission to the Panel and to attach any comments. The Support Provider shall provide the Referred Participating Teacher with copies of such reports at least five (5) working days prior to any such meeting.

- 1.8.2 The Referred Participating Teacher shall have a right to be represented by the RSDTA in any meetings of the Panel to which the Referred Participating Teacher is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 1.8.3 The decision to refer a teacher, as defined in Section 1.5.4, for intervention through this program shall not be subject to the grievance procedure. A Referred Participating Teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
- 1.8.4 The Referred Participating Teacher shall have the right to present reasons to the PAR Panel why a specific Support Provider should be replaced and another Support Provider substituted and to have those reasons considered. The PAR Panel has final decision.
- 1.8.5 The record of this PAR intervention may be sealed within the Referred Participating Teacher's personnel file after four (4) years.
- 1.8.6 This Program in no manner diminishes the legal rights of the bargaining unit members.

1.9 Miscellaneous Provisions

- 1.9.1 Expenditures of the Program shall not exceed revenues received from BTSA funds and funds made available through the passage of ABXI (1999, Villaraigosa or successor legislation) excluding the allowable administrative costs. Notwithstanding this section, the District shall pay all stipends required by this Article.
- 1.9.2 The Panel shall set aside money to allow the Support Providers funds to provide for release days and/or conference attendance with the teachers assigned to the program.
- 1.9.3 Governing Board Review Of Recommendations

Nothing in this Agreement shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

1.9.4 Retention Of Education Code Rights

Nothing in this Agreement shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection, discipline or dismissal of certificated employees. Nothing in this Agreement shall modify or affect the District's right to evaluate certificated employees or issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to the Education Code or the collective bargaining agreement.

1.9.5 The Peer Assistance Program may be reviewed annually.

1.9.6 Grievance Procedure Inapplicability

These provisions are not subject to the grievance procedure contained within the Collective Bargaining Agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations. The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Support Providers.

1.9.7 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).

1.9.8 Unit members who perform functions as Support Providers or Panel members under this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

1.9.9 Records And Confidentiality

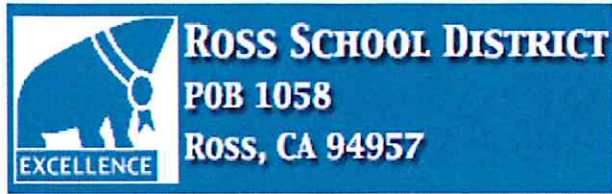
1.9.9.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

1.9.9.2 All parts of the selection process of Support Providers will be treated as confidential and will not be disclosed except as required by law.

1.9.9.3 All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Panel members and Support Providers may disclose such information only as necessary to administer this article.

1.9.9.4 All the documents for the Program will be filed by the Personnel Office separately from the individual personnel records, except as set forth in Section 1.4.6.5 above.

APPENDIX C: CERTIFICATED EVALUATION FORM



Ross School District

Formal Classroom Observation Form

Teacher's Name:

School: Ross School

Date:

Time:

Evaluator:

Status of Teacher: (Circle One) Temporary Probationary Permanent Other: _____

Lesson/Focus/Activity:

Grade/Subject:

Observer:

Content Standard Addressed:

Date/Time of Pre-Observation Conference:

Date/Time of Post-Observation Conference:

STANDARD I – Engaging and Supporting All Students in Learning

Observed Evidence of: (Check box(es) which apply)

Comments

1•1 Using knowledge of students to engage them in learning

1•2 Connecting learning to students' prior knowledge,
backgrounds, life experiences, and interests

1•3 Connecting subject matter to meaningful real-life
contexts

1•4 Using a variety of instructional strategies, resources, and
technologies to meet students' diverse learning needs

1•5 Promoting critical thinking through inquiry, problem
solving and reflection

1•6 Monitoring student learning and adjusting instruction
while teaching

STANDARD II – Creating and Maintaining Effective Environments for Student Learning

Observed Evidence of: <i>(Check box(es) which apply)</i>	<u>Comments</u>
2•1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
2•2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	
2•3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
2•4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
2•5 Developing, communicating, and maintaining high standards for individual and group behavior	
2•6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
2•7 Using instructional time to optimize learning	

STANDARD III – Understanding & Organizing Subject Matter for Student Learning

Observed Evidence of: <i>(Check box(es) which apply)</i>	<u>Comments</u>
3•1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks	
3•2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
3•3 Organizing curriculum to facilitate student understanding of the subject matter	
3•4 Utilizing instructional strategies that are appropriate to subject matter	
3•5 Using and adapting resources, technologies, and standards-aligned instructional materials, including	

adopted materials, to make subject matter accessible to all students

3•6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students

Observed Evidence of: *(Check box(es) which apply)*

Comments

- 4•1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4•2 Establishing and articulating goals for student learning
- 4•3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4•4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students
- 4•5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

STANDARD V – Assessing Student For Learning

Observed Evidence of: *(Check box(es) which apply)*

Comments

- 5•1 Applying knowledge of purposes, characteristics, and uses of different types of assessments
- 5•2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5•3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5•4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5•5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5•6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5•7 Using assessment information to share timely and comprehensible feedback with students and their families

STANDARD VI – Developing as a Professional Educator

Observed Evidence of: *(Check box(es) which apply)*

Comments

- 6•1 Reflecting on teaching practice in support of student learning
- 6•2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6•3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6•4 Working with families to support student learning
- 6•5 Engaging local communities in support of the instructional program
- 6•6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6•7 Demonstrating professional responsibility, integrity and ethical conduct

**Standard VI is not to be included as part of the formal observation, but may be discussed as part of the post-observation conference.*

Commendations:

Recommendations for Improvement:

Evaluator's Signature: _____

Date:

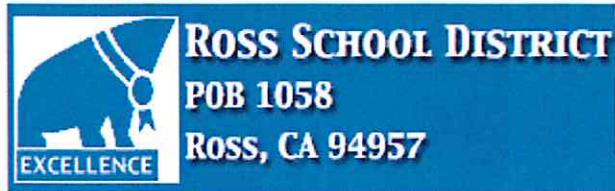
Evaluator's Name: _____

Title of Evaluator: _____

Teacher's Signature: _____

Date:

It is understood that in signing this form, the teacher acknowledges having seen and discussed the report. The teacher's signature does not necessarily imply agreement with the conclusion of the report. If he or she desires, the teacher may attach a written statement.



Certificated Employee Standards Appendix E E(1) 4115

Summative Form

Teacher's Name: _____ Date: _____
Assignment: _____

Status of Teacher: (Circle One) Temporary Probationary Permanent Other:

Assessment Rankings:

- **Commendable** Employee appears to have internalized the behavior and has it as a regular part of his/her professional repertory. A level of development in which the teacher is fully skilled and able to integrate complex elements of instruction, curriculum, and professional development into that practice. The teacher is consistently innovating and creating in all areas of teaching and professional development.
- **Meets Expectation** Employee's performance meets expectations but does not exceed. A level of development in which the teacher is able to teach independently, internalizes and easily applies what she or he has learned about teaching.
- **Needs Improvement** Employee needs to be reminded about expectations. A level of development in which the teacher still relies on support but is moving toward becoming more self-directed and independent in her or his practice. The teacher is attempting to internalize and apply what she or he has learned about teaching.
- **Unsatisfactory** Employee's performance does not meet expectations.

Summary Evaluation Standard is based on the sub-items under each standard.

STANDARD I – Engaging and Supporting All Students in Learning

Observed Evidence of:

- 1•1 Using knowledge of students to engage them in learning
- 1•2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1•3 Connecting subject matter to meaningful real-life contexts
- 1•4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1•5 Promoting critical thinking through inquiry, problem solving and reflection
- 1•6 Monitoring student learning and adjusting instruction while teaching

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

Summary Evaluation of Standard:

Explanation:

STANDARD II – Creating and Maintaining Effective Environments for Student Learning

Observed Evidence of:

- 2•1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2•2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2•3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2•4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2•5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2•6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2•7 Using instructional time to optimize learning

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

Summary Evaluation of Standard:

Explanation:

STANDARD III – Understanding & Organizing Subject Matter for Student Learning**Observed Evidence of:**

- 3•1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks
- 3•2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3•3 Organizing curriculum to facilitate student understanding of the subject matter
- 3•4 Utilizing instructional strategies that are appropriate to subject matter
- 3•5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3•6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Commendable

Meets
ExpectationsNeeds
Improvement

Unsatisfactory

Summary Evaluation of Standard:**Explanation:****STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students****Observed Evidence of:**

- 4•1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4•2 Establishing and articulating goals for student learning
- 4•3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4•4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students
- 4•5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

Commendable

Meets
ExpectationsNeeds
Improvement

Unsatisfactory

Summary Evaluation of Standard:**Explanation:**

STANDARD V – Assessing Student For Learning**Observed Evidence of:**

- 5•1 Applying knowledge of purposes, characteristics, and uses of different types of assessments
- 5•2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5•3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5•4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5•5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5•6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5•7 Using assessment information to share timely and comprehensible feedback with students and their families

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

Summary Evaluation of Standard:**Explanation:****STANDARD VI – Developing as a Professional Educator****Observed Evidence of:**

- 6•1 Reflecting on teaching practice in support of student learning
- 6•2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6•3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6•4 Working with families to support student learning
- 6•5 Engaging local communities in support of the instructional program
- 6•6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6•7 Demonstrating professional responsibility, integrity and ethical conduct

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

Summary Evaluation of Standard:**Explanation:**

STANDARD VII – School Wide Responsibilities**Observed Evidence of:**

- 7.1 Follow school procedures
7.2 School Responsibilities: contributes to the total school program

Commendable

Meets
ExpectationsNeeds
Improvement

Unsatisfactory

Summary Evaluation of Standard:**Explanation:**

Evaluator: _____

Title of Evaluator: _____

Evaluator's Signature: _____

Date: _____

My signature indicates this evaluation was discussed with me. Signing the evaluation does not mean I agree with it. I understand I may attach my own statement to this evaluation within 10 working days of my signature date.

Teacher's Signature: _____

Date: _____

APPENDIX D: SALARY SCHEDULE 2013-2014

Ross School District Certificated Salary Schedule 13-14 Proposed with 2%					
STEP	I AB	II AB + 15	III AB + 30	IV AB + 45	V AB + 60
1	52,327	53,544	54,761	55,977	57,317
2	52,327	53,544	54,761	55,977	59,845
3	52,327	53,544	54,761	57,317	62,374
4	52,327	53,544	55,630	59,845	64,904
5	52,327	54,788	58,159	62,374	67,431
6		57,317	60,688	64,904	69,961
7		59,845	63,217	67,431	72,488
8		62,374	65,746	69,961	75,018
9			68,274	72,488	77,547
10			70,803	75,018	80,075
11				77,547	82,603
12				80,075	85,132
16					87,660
20					90,189
24					92,717
28					95,247
32					97,775
13-14 Inc. 2%					
MASTERS STIPEND					1,000

APPENDIX E: SALARY SCHEDULE 2014-2015

Ross School District Certificated Salary Schedule 14-15 Proposed with 2%					
STEP	I AB	II AB + 15	III AB + 30	IV AB + 45	V AB + 60
1	53,374	54,615	55,856	57,096	58,463
2	53,374	54,615	55,856	57,096	61,042
3	53,374	54,615	55,856	58,463	63,622
4	53,374	54,615	56,742	61,042	66,202
5	53,374	55,884	59,323	63,622	68,780
6		58,463	61,902	66,202	71,360
7		61,042	64,481	68,780	73,938
8		63,622	67,061	71,360	76,518
9			69,639	73,938	79,097
10			72,219	76,518	81,677
11				79,097	84,255
12				81,677	86,835
16					89,413
20					91,993
24					94,571
28					97,152
32					99,731
13-14 Inc. 2%	14-15 Inc. 2%				
MASTERS STIPEND					1,000

APPENDIX F: STIPENDS

Certificated Stipends

POSITION	STIPEND	COMMENT
BTSA / PAR Support Providers	\$2,500 per year	
Outdoor Ed/Overnight Field Trips	\$45 per hour	Stipend payments only for work performed during the hours of 3:30 p.m. – 11:30 p.m. and 6:00 a.m. – 8:00 a.m.
MS After School Sports	\$45 per hour	

APPENDIX G: SHARE THE LOAD

Committee	Number of Certificated Staff
FOL	1
Technology	2 (1 Elementary, 1 MS)
Wellness	1
Negotiations / Leadership	3
Board Liaison	1
RSDTA President*	1
Site Council	3
Middle School Dance	2
Sunshine	3
Ad hoc committees determined by the Superintendent and Leadership Team. Committees will be determined by June 1 for the following school year.	

APPENDIX H: MOU – Pilot Program – Early Release Wednesdays

MEMORANDUM OF UNDERSTANDING
Between
ROSS SCHOOL DISTRICT & ROSS SCHOOL DISTRICT TEACHERS ASSOCIATION
Pilot Program – Early Release Wednesdays

This MOU establishes a two year Pilot Program, covering the 2013-14 and the 2014-15 school years, for early student release on Wednesdays during the school year, to provide time for Districtwide staff development and training, as follows:

1. The District will determine the student dismissal time on Wednesdays. Dismissal will be earlier than on other instructional days, at approximately 1:50 P.M.
2. For every three out of four early release Wednesdays, the District will design and assign unit members to participate in staff development and training activities to support Strategic Initiatives for the remainder of the regular workday following student dismissal on Wednesdays.
3. March conference days will be eliminated.
4. The early release Wednesday after the pupil free conference day in October will be reserved for parent-teacher conferences, and the District will not schedule any activities on that day.
5. Staff Development meetings, trainings, and any other meetings scheduled on early release Wednesdays will end at 4:30PM. Attendance at any such meetings that extend beyond 4:30PM will be voluntary. This provision supersedes the 5:00 p.m. dismissal time in Article VI Section 6.5 for the term of the pilot program.
6. During the term of this MOU, the provisions of this MOU supersede any conflicting or inconsistent provisions of the collective bargaining agreement.

This MOU may be modified and/or extended by mutual written agreement of the parties.

For the District:

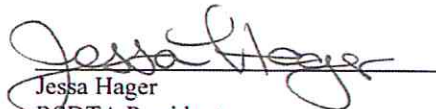


Chi Kim
Superintendent

1/16/13

Date

For the Association:



Jessa Hager
RSDTA President

1/16/13

Date

Board Approved: 1/14/13

APPENDIX I: MOU – Pilot Program – Itinerant Differentiation Teacher

**Memorandum of Understanding
Between
RSDTA & Ross School District**

Pilot Program for Itinerant Differentiation Teacher

The Ross School District and the RSDTA enter into this memorandum of understanding for a pilot program to establish the position of Itinerant Differentiation Teacher ("IDT"), on the following terms and conditions:

1. Term of MOU: July 1, 2013 through June 30, 2015. The District may terminate the program at any time during this period, and will notify the RSDTA of its intent to do so. The District will eliminate the position of IDT, as described herein, to be effective no later than the end of the 2014-2015 school year.
2. Purpose: As assigned by the Principal, the IDT will work with classroom teachers in grades 1-5 to support the instructional program, and assist teachers to differentiate student instruction. *The IDT job description is attached. The IDT will not be responsible for lesson, curriculum or classroom instruction preparation except as specifically directed by the assigned classroom teacher(s).*
3. All provisions of the RSDTA – Ross School District Agreement apply to the IDT except the following:
 - Article VI: Teacher Hours and Other Responsibilities
§ 6.1 – "In addition to the above, the teachers will be present for traditional Back to School Night and Open House activities, as well as planned Parent Conference days during the school year, in which case the hours may be extended on those days. Teachers shall also participate in other duties assigned by Appendix G that are cooperatively planned by the administration and teachers. Teachers will attend IEPs and SSTs in accordance with Paragraph 6.9 below."
§§ 6.4.2, 6.8 & 6.9
 - Article VII: Class Size
 - Article XI: Salary
§ 11.2 – because the IDT has substantially different and lesser duties and responsibilities than those of regular classroom teachers in the bargaining unit, the IDT salary schedule placement will not be based specifically on units and experience. The maximum salary schedule placement for the IDT will be column II, step 2 on the RSDTA salary schedule.
§ § 11.3.1, 11.3.2 & 11.3.3
 - Appendices C, E, F & G
4. The IDT will perform yard and lunch supervision, as directed by the Principal.
5. This Pilot Program is non-precedent setting, and the provisions contained in this MOU apply only to this program under the terms of this MOU.

For the District:

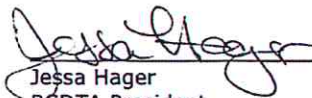


Chi Kim
Superintendent

6/10/13

Date

For the Association:



Jessa Hager
RSDTA President

6/10/13

Date

Board Approved: June 19, 2013

**Ross School District
Job Description**

Job Title:

Itinerant Differentiation Teacher (IDT)

Description of Position:

Work with classroom teachers in grades Kindergarten through fifth to provide students with different avenues to acquire content; provide an organized yet flexible way of proactively adjusting teaching and learning methods to accommodate each student's learning needs and preferences; and to assist in the development of teaching materials and assessment measures so that all students within the classroom can learn effectively. The IDT must possess a desire to learn and demonstrate flexibility.

Major Duties and Responsibilities:

- Assess students regularly and use results of diagnostic, evaluative and testing procedures to learn about student readiness and monitor growth
- Assist teachers with strategies of differentiation in content, process, product and learning environments based on the individualized, flexible small groups
- Promote greater independence for students progressing in the general education curriculum and accelerate the rate of achievement
- Elicit greater student engagement; reinforce curriculum; and offer remediated instruction where necessary and/or accelerated instruction where necessary
- Knowledge in the use of technology for skill building centers
- Collaborate with general education teachers to plan for identified small groups
- Plan and pursue a program of personal professional growth and participate in appropriate district in-service activities
- Perform yard and lunch supervision, as directed by principal.

Qualifications

- California Multiple Subject Credential

Board Approved: June 19, 2013