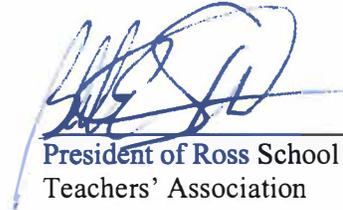


ROSS SCHOOL DISTRICT
AND
ROSS SCHOOL DISTRICT TEACHERS' ASSOCIATION

JULY 1, 2023 – JUNE 30, 2025



President of the Board of Trustees
School District



President of Ross School District Ross
Teachers' Association

Approved: 8/16/23

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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

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 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 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 AM. to 3:30 P.M.

In the occasional event a short-term scheduling need arises, and a teacher needs to leave or arrive within 30 minutes of the defined contract hours, the teacher must notify their principal. Administration recognizes the need for flexibility for short periods of time. Should a teacher leave campus during contractual hours, they must notify the front office. 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 K 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 4:30 pm.
- 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 K 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 \$60 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 working less than full-time receive a prorate share of paid sick leave days.

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 Sick leave shall be used for personal illness, injury, or medical appointments. Up to ten days of sick leave per year may be used to attend to the illness or the unit member's spouse, domestic partner, minor child, or parent.

8.1.1.3.2 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 the unit member's students are to report to class when the unit member 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 the unit member plans on returning to duty.

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

8.1.1.3.4 A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence.

8.1.1.3.5 If the unit member fails to give notice of the unit member's return and reports for duty, the cost of the substitute unit member hired will be borne by the unit member.

8.1.1.3.6 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 and Extended Sick Leave with Difference Pay as set forth in Section 8.1.1 and 8.1.2 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 may be used for reasons which the bargaining unit member cannot reasonably be expected to disregard and which require the attention of the bargaining unit member during assigned working hours of service.

- 8.1.6.1.1 Personal Necessity Leave can be used for the diagnosis, care, or treatment of an existing health condition, as well as preventive care, for a family member. For purposes of this section, family member is defined as:
- a) Child (biological, adoptive, foster, step, legal ward, or to whom employee stand in loco parentis), regardless of age or dependency status.
 - b) Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee.
 - c) Spouse or registered domestic partner.
 - d) Grandparent or Grandchild.
 - e) Sibling.
- 8.1.6.1.2 Personal Necessity may include participation in "once in a lifetime" events, e.g., parents 50th wedding anniversary, child's move to college.
- 8.1.6.1.3 In no case shall personal necessity leave be used for vacation purposes or concerted activities.
- 8.1.6.1.4 For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any the following reasons:
- a) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - b) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking

- c) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- d) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- f) For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code section 230 and 230.1.

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.

8.1.6.3 Other Conditions to use of Personal Necessity Leave

8.1.6.3.1 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.

8.1.6.3.2 The district may limit to no more than five percent (5%) of the members of the unit who may use personal necessity at any one time. Misuse of personal necessity leave is subject to disciplinary procedure.

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 or the unit member's immediate household. "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 or domestic partner

(as identified by district affidavit), 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 arising in the course of the member's assigned duties.

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

8.3.1.1 Purpose

Pursuant to state and federal law, eligible unit members are entitled to this leave due to his/her own serious health condition, or to care for a family member (see below) who has a serious health condition. An eligible unit member is one who has worked at least 1250 hours in the preceding 12 months.

A. Family Member:

Spouse or domestic partner; child; and parent.

B. Duration, Pay and Health Benefits

1. Leave is limited to twelve weeks in a twelve-month period, and may be as short as half a regular workday.
11. Leave is without compensation unless it is taken concurrently with other paid leave.
- m. The District maintains its contribution to unit member medical and dental benefits.

8.3.1.2 Reason for Leave

- A. Care of a child, parent, spouse or domestic partner of the unit member who has a serious health condition;
- B. Unit member's own serious health condition;
- C. Bonding with newborn child or child placed with unit member in connection with adoption or foster care;
- D. Because of any "qualifying exigency" arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the unit member is on active duty in the Armed Forces in support of a contingency operation; or
- E. To care for a spouse, domestic partner, son, daughter, parent or

next of kin who is a covered service member with a serious injury or illness.

8.3.1.3 Procedures

- A. Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to his/her supervisor.
- B. The leave notice shall specify: Leave will be taken pursuant to this Article, the reason for the leave, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.
- C. At the time of the employee's request for leave for his/her own or his/her child's, parent's, spouse's or domestic partner's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts.
- D. If the employee is requesting leave to care for a child, parent, spouse or domestic partner with a serious health condition, both of the following must be included:
 - 1. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, spouse or domestic partner.
 - 11. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse or domestic partner.
- E. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to work at all or is unable to perform one or more essential functions of his/her job.

- F. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.
- G. Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to his/her supervisor.
- H. The return notice shall specify: That the unit member is on leave pursuant to this Article that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
- I. Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work. The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.
- J. Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.
- K. If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment.

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:

1. Return to a certificated position after an approved long-term leave.
2. Be a participant in the District's benefit program at the unit member's own expense for a long-term approved leave.
3. 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.

8.5 Child Bonding (Maternity/Paternity) Leave (EC 44977.5)

- 8.5.1 Unit members may elect to use up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- 8.5.2 For mothers, the 12-week child bonding leave may not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
- 8.5.3 The leave must be completed within one calendar year of the birth, adoption or placement.
- 8.5.4 Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, he/she shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- 8.5.5 The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

8.6 Military Leave

- 8.6.1 The District will comply with applicable state and federal law regarding military leave.
 - 8.6.1.1 Unit members whose service in the District has been interrupted by entry into active military service are entitled to return to the position held by him/her at the time of his/her entrance into such service at a salary to which he/she should have been entitled had he/she not absented himself/herself from the school District.
 - 8.6.1.2 Probationary or permanent unit members who are called to active military service shall be entitled to absent himself/herself from his/her duties as an employee of the District.
 - 8.6.1.3 Such absence shall not affect in any way his/her classification. In the case of a probationary member, the absence shall not be construed as a break in the continuity of the service of an employee for any purpose except the absence shall not count as part of the service required to classify an employee as a permanent employee of the District.
 - 8.6.1.4 Within six (6) months after an employee honorably leaves the service or has been placed on inactive duty, he/she shall be entitled to return to the

position held by him/her at the time of his/her entrance into the military service, at the salary which he/she would have been entitled had he/she not absented himself/herself from the service of the school District, providing that position still exists in the District. If the position does not exist, the unit member shall be entitled to a position in the District which is appropriate to his/her credential.

8.6.2 Military Leave - Temporary

8.6.2.1 Unit members who are in the Guard, Reserves, or Naval Militia are entitled to up to 17 days of unpaid leave per year for military training, drills encampment, navel cruises, special exercise, or similar activities.

8.6.2.2 Unit members employed in the District for a period of one (1) year or more who are required to perform duties arising from reserve status shall have the same rights and privileges he/she would have enjoyed had he/she not absented himself/herself from the District.

ARTICLE IX: EVALUATION PROCEDURES

9.1 Purpose

To engage in an authentic evaluation process that connects student learning and staff collaboration with professional growth.

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 annually and permanent teachers every other year using the following process:
- 9.3.2 The program will include the following:
 - Goal Setting:
 - o All certificated employees will set goals annually.
 - o Goals will include CSTP Standards I (Engaging & Supporting All Students in Learning) Standard IV (Planning Instruction and Designing Learning Experiences for All Students).
 - o Certificated employees on the evaluation cycle will also select an additional goal from CSTP Standards II, III, or V.
 - o Goal setting meetings will be conducted by September 30.
 - o Teacher off cycle may turn in an optional summary of goals by May 15.
 - Student Survey:
 - o All certificated classroom teachers will survey students by November 15 and March 1 of the school year.
 - o All certificated specialist teachers will survey two (2) classes (grades 3-8) by November 15 and March 1 of the school year.

- o Teachers on TAP will be required to share the February aggregate survey results with their evaluator.
- o Teachers may include student survey data as an artifact in the summative evaluation process.
- Drop in Observations:
- Certificated employees on the evaluation cycle will have:
 - o Six (6) drop in observations by evaluator (Temporary, Probationary I, Probationary II/TAP teachers).
 - o Four (4) drop in observations by evaluator (Permanent teachers).
 - o Three (3) by December 15 (Temporary and Probationary I teachers).
 - o Two (2) by December 15 (Permanent teachers).
 - o Four (4) by December 15 (Probationary II and TAP teachers).
 - o Two (2) by March 1 (Probationary II and TAP teachers).
 - o Three (3) by April 1 (Temporary, Probationary I teachers).
 - o Two (2) by April 1 (Permanent teachers).
 - o Teachers hired after January 1 will be subject to only three (3) drop in observations by April 1.

All drop in observations will be between 15-30 minutes in length and at various times of the teaching day.

Each drop in observation will be followed by a written communication within 72 hours and debrief meeting, if necessary, within 72 hours (3 business days). Every effort will be made to provide more than a work week (5 days) between observations.

- Video & Reflection:
- Certificated employees on the evaluation cycle who are Temporary, Probationary I & II, and those on TAP will:
 - o Videotape two lessons and complete two reflection sheets
 - o Videotape one lesson and complete a reflection sheet by December 1
 - o Videotape one lesson and complete a reflection sheet by March 1
 - o Reflection sheets are mandatory for TAP teachers as part of their summative evaluation process
 - o Teachers hired after January 1 will videotape one lesson and complete a reflection sheet by March 1.

9.3.3 Following is a calendar that will guide the evaluation procedures:

Prior to September 1	Teachers being evaluated will be notified.
By September 30	A pre-evaluation conference/goal setting meeting will be conducted.
Between Sept. 15 and Dec. 15	* Probationary II and TAP teachers will have four (4) drop in observations and conferences.

	<ul style="list-style-type: none"> * Probationary I and Temporary teachers will have three (3) drop in observations and conferences. * Permanent will have two (2) drop in observations and conferences.
Between Jan. I and March 1	All Probationary II and TAP teachers will have two (2) additional drop in observations and conferences.
Between Jan. 1 and April 1	All Temporary and Probationary I teachers will have three (3) additional drop in observations and conferences.
Prior to November 15	<ul style="list-style-type: none"> * All Teachers will conduct student survey. * Specialists (grades 3-8) for two (2) classes.
Between Feb. 15 and March 1	<ul style="list-style-type: none"> * All Teachers will conduct second student survey. * Specialists (grades 3-8) for two (2) classes.
Prior to December 1	All temporary, probationary I & II and teachers on TAP will videotape a lesson and complete video reflection sheet.
Prior to March 1	All temporary, probationary I & II and teachers on TAP will videotape a second lesson and complete video reflection sheet.
Prior to March 1	Final evaluation summaries need to be completed for probationary II teachers.
30 Days Before the Last Work Day	Final evaluation summaries need to be completed for temporary, probationary I, and permanent teachers.

9.4 Teacher Assistant Program (TAP) Referral

- 9.4.1 Teachers who receive an "unsatisfactory" evaluation in any domain of the Ross School Evaluation form (Appendix G) shall be referred to TAP (Appendix B) by the administrator evaluator.
- 9.4.2 Teachers receiving two or more "needs improvement" on the Ross School Evaluation form may be referred to TAP.
- 9.4.3 Any teacher referred to TAP shall participate in TAP. The referred teacher's participation is mandatory.

ARTICLE X: EMPLOYEE BENEFITS

10.1 Health Insurance, Dental Insurance, Vision and Life Insurance

10.1.1 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 prorated 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 FTE 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 2023-2024 and 2024-2025 School Year (Two Year Settlement)

The 2023-24 salary schedule restructure (Step 14-28) to allow for equal 2% increments between steps. Apply a 4% increase for all steps and columns on the salary schedule effective July 1, 2023 and is attached as Appendix H.

The 2024-25 salary schedule shall apply a 3% increase for all steps and columns on the salary schedule effective July 1, 2024 and is attached as Appendix I.

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

11.2 Salary Schedule Placement and Advancement

11.2.1 Initial Placement

11.2.1.1 Placement on the salary schedule is based on years of experience (steps on the salary schedule) and educational attainment post a Bachelor's degree from an accredited university (columns on the salary schedule).

Step 1 denotes the 1st year of teaching experience in the school district and/or in the profession. Step 28 denotes the 28th year of teaching experience in the school district and/or in the profession.

Column I denotes the educational attainment of a member who received a Bachelor's degree from an accredited university. If a teaching credential was included as part of a Bachelor's degree

then a member should be placed in Column I.

Column V denotes the educational attainment of a member who received a Bachelor's degree from an accredited university plus sixty semester hours of graduate work from an accredited program. Graduate work may include the completion of a credential, a masters, a doctorate, or an accredited program that offers graduate credits.

11.2.1.2 The Superintendent will make the initial placement of employees on the salary schedule.

11.2.1.3 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 To qualify for a year's credit, a Unit Member must work 75% of the year in an FTE that adds to .80 FTE or more. FTE is not carried over and must be conducted in successive years. For example, if an employee is a .30 and they work three years they will have qualified for a year's credit because $.30 \times 3 = .90$ FTE. The additional .10 FTE would not be carried forward to the subsequent school year.

11.2.2.2 Part-time Unit Members will be advanced on the salary schedule on the same year-to-year rate as full-time Unit Members, and will be paid a pro-rated salary based on that step.

11.2.2.3 When a District part-time Unit Member accepts an 80% or more contract, his/her salary step will be computed on the basis of the sum of full-time and part-time service including work as a Unit Member outside the District.

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 Step and Column

11.2.4.1 Once initially placed, a teacher may only move one step annually with the exception of Apprentice Teachers (Appendix L). Unit Members may move multiple columns based on their educational attainment.

11.2.5 Unit Conversion and Approval

11.2.5.1 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.

11.2.5.2 Semester units of college work, except for approved special work, are the basis for granting column credit. Quarter units 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.

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

11.2.6 Limitations Of Units

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

11.2.6.1 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.

11.2.7 Career Increment

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

11.2.8 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 J.

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.

11.3.5 National Board-Certified Teacher

\$1,000 will be awarded each year to any unit member holding an active NBCT certification. The District will reimburse employees for certification and

recertification. The District provides this compensation once the certification has been completed and submitted to the District Office.

11.3.6 Early Retirement Notification

A unit member who submits a letter of retirement to the District Office before February 15¹, receives a \$1,500 notification stipend. The \$1,500 stipend will be prorated to the employee's FTE. Employees must be eligible for retirement to receive the incentive.

ARTICLE XII: WORK YEAR

- 12.1 The work year for permanent unit members shall consist of one hundred and eighty-nine (189) days. The work year for probationary unit members shall consist of one hundred and ninety-one (191) 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 four (4) 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 workdays 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 workdays shall be scheduled on the calendar.
- 12.5 For probationary unit members, all four workdays shall be scheduled on the calendar. For probationary unit members, there will be two orientation days to be scheduled prior to the first teacher workday.
- 12.6 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.
 - 12.6.1 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. The fourth Wednesday will be reserved for grade level/department planning time.

- 12.6.2 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.
- 12.6.3 Staff Development meetings, trainings, and any other meetings scheduled on early release Wednesdays will end at 4:30 P.M. Attendance at any such meetings that extend beyond 4:30 P.M. will be voluntary.
- 12.7 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

14.3.4.1 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 SIRS 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, 2023, until June 30, 2025 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 (Con't): 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 hereunder.

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: TEACHER ASSISTANCE 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. Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

1.1.2 TAP will only be formed if there is a teacher referred to assistance per 9.4.

1.2 Program Governance Structure

1.2.1 The TAP will be administered by a panel, which shall consist of four (4) members. The three (3) teachers should have expertise in the grade levels or content area. The other will be an administrator chosen by the District.

1.2.2 Each member may serve a maximum of three (3) consecutive years.

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 five (5) times in a given school year. The TAP support provider will participate in all panel meetings.

1.3 TAP Panel Responsibilities

The responsibilities of the TAP panel shall include the following:

1.3.1 Reviewing reports prepared by Support Providers.

1.3.2 Preparing an annual review of the impact of the TAP interventions, including recommendations for improvement.

1.3.3 Assigning the Support Provider to a participating teacher within two weeks of notification. The Participating Teacher has the right to meet with the TAP panel to discuss, but not grieve, the assignment of the Support Provider.

1.3.4 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 TAP.

1.4.2 Qualifications

The qualifications of the Support Providers shall be set forth in the TAP 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 or other coaching certification approved by the District.

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 Compensation

A Support Provider shall receive a stipend as specified in Appendix F.

1.4.4 Support Providers Responsibilities

1.4.4.1 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.

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

1.4.4.3 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.

1.4.4.4 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.

1.4.4.5 The results of the Referred Participating Teacher's participation in the TAP 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.

1.4.5 Course of Assistance

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

1.4.5.1 Multiple classroom observations by the Support Provider.

1.4.5.2 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.

1.4.5.3 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.

1.4.5.4 District provided professional development opportunities.

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

1.5 Referred Participating Teacher

1.5.1 During the period of assistance, the Referred Participating Teacher's TAP 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, "TAP evaluation" means an assessment of the Referred Participating

Teacher's participation in the TAP, and does not replace the evaluation requirements of Article IX.

- 1.5.2 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.
- 1.5.3 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 TAP Panel. The Support Provider may recommend that the Referred Participating Teacher may have an additional year of support.
- 1.5.4 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.

1.6 Referred Participating Teacher Rights in the TAP

- 1.6.1 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.
- 1.6.2 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.
- 1.6.3 The decision to refer a teacher, as defined in Section 9.4, 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.
- 1.6.4 The Referred Participating Teacher shall have the right to present reasons to the TAP Panel why a specific Support Provider should be replaced and another Support Provider substituted and to have those reasons considered. The TAP Panel has final decision.

1.6.5 The record of this TAP intervention may be sealed within the Referred Participating Teacher's personnel file after four (4) years.

1.6.6 This Program in no manner diminishes the legal rights of the bargaining unit members.

1.7 Miscellaneous Provisions

1.7.1 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.

1.7.2 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.

1.7.3 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 TAP Panel shall address any complaints or issues raised by the Participating Teachers or the Support Providers.

1.7.4 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).

1.7.5 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.

1.7.6 Records and Confidentiality

1.7.6.1 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.

- 1.7.6.2 All parts of the selection process of Support Providers will be treated as confidential and will not be disclosed except as required by law.
- 1.7.6.3 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.
- 1.7.6.4 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.



Ross School District Certificated Performance Goals

APPENDIX C

Year: _____

Teacher's Name: _____

Date: _____

Assignment: _____

Evaluator: _____

Directions: Develop goals with proposed activities that are aligned to the District Strategic Plan. Literacy, and/or RTI. These goals must be mutually agreed upon with the evaluator.

GOAL I:
Teaching Standard #:

1. Goal Statement:

2. Action Plan: How will you accomplish your goal?

3. Documentation: How will you show attainment of the goal?

Teacher's Name: _____

Date: _____

GOAL II:
Teaching Standard #:

1. Goal Statement:

2. Action Plan: How will you accomplish your goal?

3. Documentation: How will you show attainment of the goal?

Teacher's Name: _____

Date: _____

GOAL III:

Teaching Standard #:

1. Goal Statement:

2. Action Plan: How will you accomplish your goal?

3. Documentation: How will you show attainment of the goal?

Evaluator's Signature

Date: _____

Teacher's Signature

Date: _____



Ross School District Walkthrough

Teacher:

Classification: Temp Prob 1 Prob 2 Permanent

Grade Level:

Date:

Time:

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	%
Date							
Time							
How many in this class?							
What time into the lesson?							
Beginning							
Middle							
End							
What are the students doing?							
Listening to teacher							
Reading							
Active							

Observation Notes

Do the students know where they are going? Are students able to articulate what success looks like? Where they are now? And what steps they need to take to move forward in their learning?

What is the balance of dialogue and monologue in the classroom?

How are students supporting each other in the learning process?

What instructional strategies are evident? How are those instructional strategies eliciting evidence of learning? How is that evidence being used in the classroom?

What evidence is available to indicate the classroom is managed effectively?

What evidence is available to indicate that students are engaged in their learning?

What evidence is available to indicate assessment data is utilized to inform instruction? What evidence is available to indicate that students are using feedback given from the teacher, peers, or through self assessment?

Other Comments:

Signature of Teacher _____

Date: _____

Signature and title of Evaluator _____

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.*



Ross School District Video Reflection Form

Teacher:

Grade/Subject Matter:

Date:

Time:

VR1 by December 1

VR2 by March 1

Temp

Prob 1

Prob 2

Permanent

How do students demonstrate that they are clear what they are learning and what success looks like?

Do the students know where they are going? Where they are now? And what steps they need to take to move forward in their learning?

Who does the talking? What is the balance between teacher talk and student talk?

Which students are actively supporting one another in learning? What evidence do you have to back up that assertion?

What feedback do I provide the students? What do they do with that feedback?

Have I used a range of instructional strategies?

Which students are engaged in the lesson? Which are not? Why?

How do I communicate high expectations to learners?

What is the nature of the questions (surface or deep)?

Is the classroom managed effectively? What evidence do I have to back my assertion?

Other Comments:

Signature of Teacher_____

Date:_____

Signature of Thought Partner_____

Date:_____

Signature and title of Evaluator_____

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.*



Learner Survey Kindergarten -2nd



Sometimes

1. My teacher often checks whether I'm understanding the work	  
2. My teacher helps me achieve things I didn't think that I could	  
3. My teacher thinks that everyone can learn	  
4. My teacher helps me with my learning	  
5. My teacher understands where I'm at with my learning	  

6. My teacher helps me at the right level for me in a way that I understand	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
7. My teacher has conversations with me	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
8. My teacher pushes me to try things that are hard	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
9. My teacher gives me time to figure things out	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
10. My teacher gives me feedback about my work	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
11. I trust my teacher	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
12. It is OK to make mistakes in my classroom	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO
13. My teacher helps me understand how to learn	<input type="radio"/> YES <input type="radio"/>  <input type="radio"/> NO

<p>14. My teacher encourages me to concentrate and stick to things even when it's hard</p>	
<p>15. My teacher explains what I'm learning and why it is important to me</p>	
<p>16. My teacher gives clear instructions that are easy to follow</p>	
<p>17. My teacher gives me choices in how I show my work</p>	

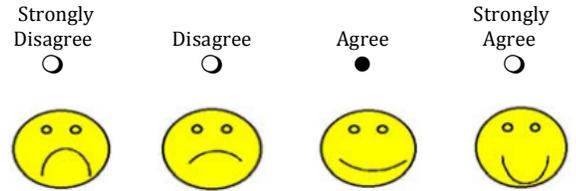
Student Survey – Grades 3-8

Instructions

Thank you for taking this survey. Please answer honestly.

Fill in one (1) circle per question. Fill in the circle like this: ●

Example: My teacher challenges me



	Strongly Disagree ○	Disagree ○	Agree ○	Strongly Agree ○
1. My teacher often checks whether I'm understanding the work	○	○	○	○
2. My teacher helps me achieve things I didn't think I could	○	○	○	○
3. My teacher thinks that everyone can learn	○	○	○	○
4. My teacher helps me with my learning	○	○	○	○
5. My teacher understands where I'm at with my learning	○	○	○	○
6. My teacher helps me at the right level for me	○	○	○	○
7. My teacher has conversations with me	○	○	○	○
8. My teacher challenges me	○	○	○	○
9. My teacher gives me time to figure things out	○	○	○	○
10. My teacher often gives me feedback about my work.	○	○	○	○
11. I trust my teacher	○	○	○	○
12. It's OK to make mistakes in this teacher's class	○	○	○	○
13. My teacher helps me understand how to learn	○	○	○	○
14. My teacher encourages me to concentrate and stick to things even when it is hard.	○	○	○	○
15. My teacher explains what I'm learning and why.	○	○	○	○
16. My teacher gives clear instructions that are easy to follow.	○	○	○	○
17. My teacher gives me choices in how I show my learning and what I am learning.	○	○	○	○



Ross School District Certificated Employee Standards Appendix G 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 Expectations	Needs 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 Expectations	Needs 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 Expectations	Needs 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: _____

**Ross School District
Certificated Salary Schedule
2023-2024**

STEP	I AB	II AB + 15	III AB + 30	IV AB + 45	V AB + 60
1	70,311	71,944	73,580	75,215	77,014
2	70,311	71,944	73,580	75,215	80,411
3	70,311	71,944	73,580	77,014	83,813
4	70,311	71,944	74,747	80,411	87,210
5	70,311	73,617	78,148	83,813	90,605
6		77,014	81,545	87,210	94,005
7		80,411	84,941	90,605	97,399
8		83,813	88,341	94,005	100,799
9			91,738	97,399	104,196
10			96,061	100,799	107,594
11				104,196	110,991
12				107,594	114,390
14					116,677
16					119,011
18					121,391
20					123,819
22					126,295
24					128,821
26					131,398
28					134,026

Masters and NBCT Stipends (paid in monthly installments) 1,000

AB = After Bachelor's Degree

AB + 15 = After Bachelor's Degree plus 15 graduate credits from an accredited university

Board Approved: March 8, 2023

with 4% increase for 2023-24 + Step 14-28 restructure

Effective: July 1, 2023

Tenured Staff - 189 work days, Temp. and Prob. 191 work days

**Ross School District
Certificated Salary Schedule
2024-2025**

STEP	I AB	II AB + 15	III AB + 30	IV AB + 45	V AB + 60
1	72,420	74,102	75,787	77,471	79,324
2	72,420	74,102	75,787	77,471	82,823
3	72,420	74,102	75,787	79,324	86,327
4	72,420	74,102	76,989	82,823	89,826
5	72,420	75,826	80,492	86,327	93,323
6		79,324	83,991	89,826	96,825
7		82,823	87,489	93,323	100,321
8		86,327	90,991	96,825	103,823
9			94,490	100,321	107,322
10			98,943	103,823	110,822
11				107,322	114,321
12				110,822	117,822
14					120,177
16					122,581
18					125,033
20					127,534
22					130,084
24					132,686
26					135,340
28					138,047

Masters and NBCT Stipends (paid in monthly installments) 1,000

AB = After Bachelor's Degree

AB + 15 = After Bachelor's Degree plus 15 graduate credits from an accredited university

Board Approved: March 8, 2023

with 3% increase for 2024-25

Effective: July 1, 2024

Tenured Staff - 189 work days, Temp. and Prob. 191 work days

APPENDIX J: STIPENDS

Certificated Stipends

POSITION	STIPEND	COMMENT
BTSA / TAP Support Providers	\$2,500 per year	Paid monthly
Outdoor Ed/Overnight Field Trips	\$60 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	\$60 per hour	
Yosemite Lead	\$2,500 per year	Paid monthly

APPENDIX K: 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 L: MOU PILOT PROGRAM FOR APPRENTICE TEACHER

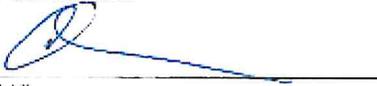
**Memorandum of Understanding
Between
RSDTA & Ross School District**

Pilot Program for Apprentice Teacher

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

1. Term of MOU: July 1, 2015 through June 30, 2017. 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 AT as described herein, to be effective no later than the end of the 2016-2017 school year.
2. Purpose: As assigned by the Principal, the AT will work with classroom teachers in grades 1-5 to support the instructional program, and assist teachers to differentiate student instruction. *The AT job description is attached. The AT will be responsible for lesson, curriculum or classroom instruction preparation as directed by the assigned classroom teacher(s) or administration.*
3. All provisions of the RSDTA – Ross School District Agreement apply to the AT except the following:
 - Article VI: Teacher Hours and Other Responsibilities
§ 6.1 –section that states "Teachers shall also participate in other duties assigned by Appendix G that are cooperatively planned by the administration and teachers."
§§ 6.4.2, 6.8 & 6.9
 - Article VII: Class Size
 - Article XI: Salary
§ 11.2 – because the AT has substantially different and lesser duties and responsibilities than those of regular classroom teachers in the bargaining unit, the AT salary schedule placement will not be based specifically on units and experience. The maximum salary schedule placement for the AT will be column II, step 2 on the RSDTA salary schedule.
§ § 11.3.1, 11.3.2 & 11.3.3
 - Appendices F & G
4. The AT 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:


Chl Kim
Superintendent

12/2/14
Date

For the Association:


Jessica Lopic
RSDTA President

12/2/14
Date

Board Approved: December 10, 2014