

**AGREEMENT**  
**Between**

**BOLINAS-STINSON  
UNION SCHOOL DISTRICT**

**and**

**BOLINAS-STINSON  
TEACHERS' ASSOCIATION  
CTA/NEA**

July 1, 2006 to June 30, 2009

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## **ARTICLE I**

### **AGREEMENT**

1. The Articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as the “Agreement”, by and between the Bolinas-Stinson Union School District, hereinafter referred to as the “District”, and the Bolinas-Stinson Teachers’ Association CTA/NEA, hereinafter referred to as the “Association”.
2. This Agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the Government Code.

## **ARTICLE II**

### **RECOGNITION**

1. The District recognizes the Association as the exclusive representative for employees in the Certificated Unit.
2. The Certificated Unit consists of positions set forth in Appendix A of the Agreement.

**ARTICLE III**

**BENEFITS**

1. For 2005-06 (beginning October 1, 2005) for full time unit members the District will contribute the cost of the premium for Kaiser medical insurance for the employee or employee plus one (1) dependent as follows:

Employee or employee + 1 Dependent                      \$708.32/mo.

- a. Any unit member who has family coverage will be responsible for the difference in the family coverage premium rate and employee plus one (1) dependent rate.
  - b. Any unit member who has a .75 full time equivalency or more shall be entitled to the full District contribution. Any unit member who is less than a .75 full time equivalency will have his/her District benefit contribution based upon a full time equivalency of .75. For example, a half-time employee (.50 FTE) will have District paid benefits based at the rate of .67 of the full district contribution (.50 divided by .75).
  - c. A dependent is defined as a spouse or child (son, daughter, stepson, stepdaughter) living in the home or in college, as defined by the carrier.
  - d. Benefits shall be provided on a twelve month basis.
  - e. The District maximum contribution toward another medical program offered as and option to Kaiser medical will be limited to an amount equal to the Kaiser employee or employee plus one (1) dependent District contribution amount.
  - f. In future years the District will increase its contribution amount by up to 15% of the previous year's Kaiser medical rate.
2. Unit members' domestic partners and their dependents shall be eligible for medical benefits on the same term as unit member's spouses and their dependents. The domestic partner benefits shall be available only to the extent that District medical plan providers agree to make it available. If a medical provider chooses not to offer domestic partner coverage or cancels such coverage, the District will work cooperatively with the Association in an effort to obtain a substitute provider who will offer the coverage. For purposes of this provision a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign and have notarized the Domestic Partner Affidavit (See Appendix B).
3. Dental Plan: For all full-time certificated employees, the District shall contribute for dental coverage an amount equivalent to the amount of the premiums being charged by the Delta Dental Plan of California for the employee or for the employee and one dependent (The amount shall be pro-rated for less than full-time employees based on the part-time employee's F.T.E.).

The Dental Plan was revised effective October 1, 2005 to provide an annual maximum cap of \$2,000 per year.

4. Vision Plan: For all full-time certificated employees, the District shall contribute for vision coverage an amount equivalent to the amount of the premiums currently being charged by the California Vision Service Plan B, no deductible, for the employee or for the employee and one dependent (The amount shall be pro-rated for less than full-time employees based on the part-time employee's F.T.E.)
5. Employees may elect to authorize payroll deductions to include additional family members on the above plans at their expense, if such plan(s) permit(s).
6. An IRC 125 Plan is available to all unit members. Any cost of such plan shall be the responsibility of the participating unit members.

## ARTICLE IV

### LEAVES

1. Sick and Emergency Leave
  - a. All full-time certificated employees earn one (1) day of sick and emergency leave per month. Full-time certificated employees hired after the beginning of the school year, and those contracted for the year in a part-time position, shall receive a prorated sick and emergency leave allowance based on one full day per month. On the first day of employment of each school year, each employee shall be credited in advance for the full amount of sick/emergency leave he/she would earn that school year. Sick leave may be used for illness, injury, or emergency, as outlined in this article.
  - b. Each employee's portion of unused sick or emergency leave allowance shall accumulate from year to year.
  
2. Extended Illness Leave
  - a. If a member of the Certificated Unit has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five school months, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent of the salary due him/her during the period of absence, whichever is the lesser amount.
  
3. Family Illness Absence
  - a. On written request, any member of the Certificated Unit shall be granted sick leave deductions because of illness in his/her immediate family. For the purpose of this item, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step-father, step-mother, or anyone who is living with or considered part of the family. No more than seven (7) days may be so deducted from sick leave in one year unless a greater number is approved by the District.
  - b. A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six (6) months of employment (i.e., full time 10

month unit member = 5 days). Such leave is in addition to that provided under Personal Necessity.

4. Personal Necessity Absence

- a. Personal Necessity leave shall be granted for seven (7) days per year unless a greater number is approved by the District and is not cumulative from year to year.
- b. Days used for Personal Necessity are deducted from available sick leave.
- c. Personal Necessity includes the following:
  - 1) Death of member of family or registered domestic partner beyond that provided in such case.
  - 2) Accident, involving his/her person or property, or the person or property of his/her immediate family.
  - 3) Appearance in any court as a litigant or witness.
  - 4) Such other reasons as may be approved by the District.

5. Bereavement Leave

- a. Every member of the Certificated Unit shall be entitled to three (3) days within the state or five (5) days where travel is in excess of 350 miles of paid leave of absence on account of the death of any member of his/her "immediate family." For the purpose of this item, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, step-father, step-mother, registered domestic partner or anyone who is living with or considered part of the family.
- b. This leave shall not be deducted from sick leave.

6. Maternity and Parental Leave Absence

- a. A female employee is entitled to leave for disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom for the period of time determined by the employee and her physician. During her period of disability, the employee may collect first her current year's sick leave, then her accumulated sick leave followed by up to five school months of differential pay with the recommendation of her physician. An employee on maternity leave will not start using her 12-week period of unpaid family care leave entitlement until after her disability period has ended. The District may, however, count prenatal care visits against the employee's family and medical leave entitlement. An employee shall give notice to the District of pregnancy as soon as possible, but not less than thirty (30) days prior to the expected birth of the child. An employee may continue to work until such time as she and her physician deem that her

physical inability to perform her duties requires the commencement of maternity disability leave.

- b. Disabilities caused or contributed by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health insurance and sick leave plan as soon as the contracted carrier makes this coverage available. Such disabilities shall be treated in all respects on the same terms and conditions applied to other temporary disabilities.
- c. Employees shall notify the Superintendent thirty (30) days prior to the desired date of return to duty, when returning during the school year, or by May 15<sup>th</sup>, if returning the following September, with written approval from her physician that she is able to assume her previous duties.
- d. Both male and female employees are allowed ten (10) days of paid parental leave for each birth, miscarriage or abortion, or adoption, or other custodial arrangements.

7. Leave Without Pay for Child-Bearing Preparation and Child Rearing

- a. Leave without pay may be granted to an employee for preparation for childbirth and for child rearing immediately following birth, adoption, or foster care placement of a child beyond the employee's entitlement to maternity disability leave and family care and medical leave, if any. If the employee is eligible for family care and medical leave, such leave will be taken concurrently with the leave without pay under this section.
- b. Where such leaves are taken concurrently, the employee will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave. After an employee's entitlement to family care and medical leave has been exhausted, the employee granted leave without pay shall be entitled to continue to receive health and welfare benefits provided the employee pays the premium.
- c. The employee shall request such leave as soon as practicable, but no less than thirty (30) days prior to the date on which the leave is to begin for the foreseeable birth, adoption, or foster care placement of a child. Such request shall be in writing, and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- d. Where the duration of the leave requested exceeds the employee's entitlement under the family care and medical leave acts, the Superintendent shall have the discretion to determine the duration of the leave in consideration of the scheduling and replacement problems of the

District. The duration of the combined leaves shall consist of no more than twelve (12) consecutive months, and shall terminate no later than June 30 in the last school year in the last school year in which such leave is taken. An extension of leave may be granted, not to exceed an additional twelve (12) consecutive months.

8. Paternity Leave

Male employees are allowed ten (10) days of full pay paternity leave for each birth, miscarriage, or abortion. Additionally, a male employee, at his election, may utilize unused personal necessity leave and/or differential pay for up to twenty (20) additional days.

9. Leave of Absence Policy

A member of this Certificated Unit may be granted a leave of absence for one (1) year under the following condition:

- a. Employees must have served in the District for a minimum of two (2) years. Subsequent leaves may be granted after additional service.
- b. Requests for a full-year leave of absence must be received in writing no later than March 1<sup>st</sup> for the following school year.
- c. Half-year leaves of absence may be considered by the Board based on the individual needs of the employee, the classroom affected and the particular plans involved. The Board will consider such requests on an individual basis. Requests for a half-year leave must be received in writing no later than March 1<sup>st</sup> for the following school year.
- d. Leaves for less than one half year may be granted for personal or professional growth. The Board will consider such requests on an individual basis. Requests for leaves of less than one half year must be submitted in writing at least three (3) months prior to proposed date of leave.
- e. The request shall specify the employee's plans for the leave period away from the school so that the Board may weigh the benefits to the school community.
- f. The leave of absence shall be without salary, but employees may continue the fringe benefit program at District expense. If benefits are provided, the employee is obligated to serve at least one year in the District after he/she returns from leave. In the event an employee does not return and served at least one year, the fringe benefits paid during the leave must be repaid to the District. Employees must notify the District by March 1<sup>st</sup> of their intention to return from leave, resign, or request an extension. Failure to notify the District will be deemed a resignation. The District will send a letter by certified mail by February 15<sup>th</sup> to the employee's address of record at the school reminding the employee of the approaching deadline for notification.

- g. Employees shall not accrue longevity on the salary schedule during the leave or credit toward retirement, but shall be credited with additional authorized college course work in determining salary placement.
  - h. The Board reserves the right to grant/extend or not to grant/extend a request when the best interests of the district are served.
  - i. If more than one qualifying teacher requests a leave of absence for the year, and if the Board decides to grant less than the number requested, it will do so based on the seniority of the applicants.
10. Court Appearance Absence
- a. Leaves of absence for jury duty shall be granted with pay up to the difference between the employee's regular pay and any amount he/she received as a jury fee or his/her regular rate of pay, whichever is less.
11. Military Leave Absence
- a. Military leave of absence shall be granted as provided for in the Military and Veterans Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.
12. Catastrophic Illness Leave
- A unit member who has exhausted all available sick leave, vacation time, compensatory time, and other paid leaves may request the Association to issue a request to unit members for a donation of sick leave because of a catastrophic illness or injury. The following conditions shall all be met:
- a. The illness or injury is catastrophic and is suffered by the unit member or his/her family. Family means spouse, child, parent, domestic partner or any member of the immediate family living in the immediate household of the unit member.
  - b. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
  - c. The Superintendent/Principal shall determine whether the condition is catastrophic and requires verification, if necessary.
  - d. Donors may donate up to five (5) days of sick leave but cannot reduce their own sick leave below ten (10) days.
  - e. Donations and withdrawals shall be calculated in days. Authorization for donations shall be in writing.
  - f. The maximum hours that are donated in one school year to one unit member shall not exceed eighty (80).

- g. The Association shall be responsible to solicit donations.
- h. Once the leave is donated by a unit member it shall be irrevocable.
- i. Hours shall be used on the basis of first donated, first used. Any unused hours shall be returned to the donor on the basis of last donated, first returned.

13. Adoption Leave

All employees adopting a new child (this does not include one who had been in the family's care as a foster child) shall be provided the same level of leave as reflected in Paternity Leave (Paragraph 8).

14. Sabbatical Leave

Members of the certificated unit may request paid sabbatical leave in accordance with the following provisions:

14.1 Eligibility:

14.1.1 Service. An employee is eligible to apply if he/she has served in the District for ten (10) years. Such application shall be filed by February 15 of the school year prior to the period of the leave.

14.1.2 Number. The number of employees absent at any one time during the school year shall not exceed one (1) employee of the District.

14.2 Conditions:

14.2.1 Proposal. Request for sabbatical leave must include a proposal for professional improvement, such as continuing education, attainment of advanced degree, educational research and/or publishing, consulting, etc. Such proposal must include delineation of specific goals, a timeline for their attainment, and a statement of their benefit to the District. Changes in these goals or the timeline for their attainment subsequent to approval of, or otherwise, during, a paid leave shall be made immediately known to the District in writing, and may constitute grounds for reconsideration of the leave at the Board's discretion.

14.2.2 Length of Leave. The leave requested shall be anywhere from one quarter to a full school year.

14.2.3 Approval. Sabbaticals will be granted solely at the discretion of the Board. Approval of requests will include, but not be limited to, the following considerations: Benefit to the district, financial feasibility, and number and nature of requests under consideration. Should there be concurrent requests from certificated staff members, prioritization of

requests will be based upon consideration of benefit to the District, benefit to the employee and such other considerations that will provide added value to the educational program of the district.

14.2.4 Return to Work: An employee returning from a sabbatical leave agrees to return to the District to work for two (2) full school years or repay the District the total sabbatical compensation amount.

### 14.3 Compensation

14.3.1 Salary. An employee on sabbatical leave shall receive the difference in salary between his/her salary and the salary paid the substitute employee in the position which the employee held prior to the granting of the leave, or one half of the employee's salary during the sabbatical, whichever is greater.

14.3.2 Health Benefits. An employee on sabbatical leave shall receive the full District contribution toward health and welfare benefits.

14.3.3 Salary Advancement. An employee on sabbatical leave will continue to accrue time for advancement on the salary schedule.

## ARTICLE V

### EVALUATION

The parties will jointly develop a new evaluation model during 2006-07 based on the California Standards for The Teaching Profession and utilizing the Nicasio School District language and forms as a model. Any change to the current Agreement provisions will come back to the District and Association for negotiating contract changes.

The parties agree that this article, including all forms and procedures will be piloted during the 2006-07 and 2007-08 school years.

#### A. Frequency

1. Every temporary, first and second year employee shall be evaluated by the District, in writing, at least once each school year. Thereafter, employees shall be evaluated once every two (2) years, unless an employee receives an overall unsatisfactory evaluation. In such cases, employees will be evaluated annually until a satisfactory evaluation is achieved.
2. Employees shall be evaluated by the Superintendent/ Principal.
3. The evaluation shall be completed no later than thirty (30) days before the last school day scheduled on the current school calendar.

#### B. Pre-Evaluation Meetings/ Professional Goals (APPENDIX D)

1. Employees who are to be evaluated during the school year shall be furnished a copy of the evaluation procedures and advised of the criteria upon which the evaluation is to be based no later than October 1.
2. The evaluation criteria shall be in accordance with the California Standards for the Teaching Profession as follows:
  - a. Engages and supports all students in learning.
  - b. Creates and maintains effective environments for student learning.
  - c. Understands and organizes subject matter for student learning.
  - d. Plans instruction and designs learning experiences for all students.
  - e. Assesses student learning.
  - f. Develops as a professional educator.

3. No later than October 15, employees to be evaluated will submit one (1) proposed goal developed from three (3) Key Elements in one (1) Standard upon which they desire to be evaluated. The District may add one (1) goal developed from three (3) Key Elements from one (1) Standard. The goals shall include specific objectives and time for completion. (Appendix C-1) By mutual agreement, an additional one (1) goal may be added developed from three (3) Key Elements from one (1) Standard.
4. By November 1, employees shall meet with the Superintendent/Principal for an initial conference to review the goals, timetable for their completion and timelines for observations and formal evaluation.

C. Observations and Visitations (APPENDIX E)

1. Each Formal Evaluation shall be based on not less than two (2) scheduled classroom observations by the Superintendent/Principal
  - a. A scheduled observation shall be preceded by a conference between the Superintendent/Principal and the employee. The conference shall be at least two (2) days prior to the observation.
  - b. The purpose of the conference will be to clarify the goals and objectives of the class to be observed.
  - c. This provision does not preclude nonscheduled observations and/or informal classroom visitations as an additional basis for evaluation. However, any note or written information from these observations and/or informal classroom visitations will be shared with the teacher within five working days.
2. The Superintendent/Principal shall meet with the employee within five (5) days of a formal observation and provide a signed and dated Certificated Observation Report.
3. If one (1) or more of the Certificated Observation Reports are negative, the employee may request one (1) additional scheduled observation, conference, and Certificated Observation Report. At the conference, the Superintendent/Principal shall make recommendations for improvement in the areas deemed unsatisfactory, which may include in-service training and/or participation in conferences, which shall be at District cost.

D. The Formal Evaluation (APPENDIX F)

1. The final written evaluation shall be delivered and discussed at a conference, scheduled specifically for that purpose, between the Superintendent/Principal and the employee. Although the employee and the Superintendent/Principal may collectively review all available data on student progress, no evaluation will be based upon standardized test results, achievement of objectives stated in Individualized Education Programs (IEP's) of special education students, or the success, or lack thereof, of an instructional assistant in the performance of tasks assigned by the employee.
2. A teacher who has received an unsatisfactory evaluation may be requested to participate in an improvement program.
  - a. The nature of the program shall be mutually agreed to by the employee and the evaluator.
  - b. Release time shall be provided when required by the nature of the program or plan, subject to concurrence of the Board.
  - c. The plan shall relate to the cause creating the overall unsatisfactory evaluation.
  - d. If the plan includes peer participation, the relationship between the participation teacher and his/her peer shall be confidential.
  - e. Upon completion of the improvement program, the teacher shall be re-evaluated and if the teacher's overall evaluation is satisfactory, that evaluation shall be included in the teacher's file.
3. The final evaluation conference shall be held no later than thirty (30) days prior to the last school day on the school calendar.
4. The Superintendent/Principal shall present the written evaluation and discuss its content with the employee. The employee shall sign the written evaluation, signifying receipt and awareness of the opportunity to attach a written response in accordance with Education Code 44031. The employee shall receive a copy of the written evaluation and the original shall be placed in the personnel file.

## **ARTICLE VI**

### **CLASS SIZE**

1. The policy of the District is to keep the class size under 24 whenever feasible. Whenever the circumstances cause a class to exceed 24 students, a meeting between the teacher and Superintendent/Principal shall be held within a week of the teacher's request. The agreed-upon solution shall be implemented within ten (10) days of the meeting. There will be periodic reassessments of the situation.
2. Whenever it is known in May or June that a class the following year is likely to exceed 24 students, a meeting with the teacher and the Superintendent/Principal will occur before school is out to discuss ways to mitigate the potential problem.

## ARTICLE VII

### TRANSFERS

1. A transfer refers to the movement of a teacher from the employment position he/she holds to another. A transfer may be teacher initiated (voluntary) or district initiated (involuntary).
2. Transfers shall be based primarily on the needs of the District's total educational program.
3. A staff meeting shall be called before May 15th, and shall include the Superintendent/Principal and two Board members of staff choice to address the question of the available position(s). Voluntary transfers are encouraged. If it develops that involuntary transfers may be involved, a meeting of staff and the full Board shall be held before action is taken.
4. The Superintendent/Principal shall evaluate all information presented, including appropriateness of credential and seniority, and make a final recommendation to the Board.
4. If after the Board's decision an involuntary transfer is made, the teacher(s) involved shall be given the reasons for the transfer in writing.
5. Teachers transferred to new grade levels shall, in consultation with the Superintendent/Principal, be provided with professional support from the District. Such support will include, but not be limited to, the following:
  - Increased planning time
  - Assignment of an aide and/or mentor as appropriate
  - Release time for observation of other classrooms, either within or outside the District assignment, with the District to share costs of tuition as appropriate
  - Purchase of equipment and instructional materials as appropriate
6. If a vacancy or vacancies should occur during the summer months, an effort shall be made to contact the staff. However, it may be necessary for the Superintendent/Principal to bring a recommendation(s) to the Board without benefit of total staff consultation.

## **ARTICLE VIII**

### **SALARY SCHEDULE**

1. Should the class size exceed 24 the District shall provide the teacher with assistance as deemed appropriate, e.g., in the primary grades additional aide hours might be appropriate, while in the middle and upper grades preparation time might be an appropriate.
2. Initial Placement: The Superintendent or Superintendent/Principal shall make the initial placement of employees on the Salary Schedule.
3. Effective July 1, 2002, credit for up to nine (9) years of public school classroom experience shall be allowed. Maximum initial step placement shall be Step Ten.
4. Step Advancement: Teachers will be given credit for partial years service and step advancement will take place at year accrued anniversary date.
5. A satisfactory evaluation in accordance with Article V shall be necessary for step advancement. An unsatisfactory evaluation shall be dealt with in accordance with the provisions of Article V and the step advancement shall be granted or withheld accordingly. A teacher will be informed of and allowed to read any evaluation or letter prior to its placement in his/her personnel file. The teacher may add a written response to any evaluation or letter placed in his/her personnel file.
6. Class advancement shall take place in accordance with appended salary schedule (Appendix A). Class III is BA plus 30 semester units (45-quarter units). Class IV is BA plus 45 semester units (67 1/2-quarter units) or MA/MS. Class V is BA plus 60 semester units (90-quarter units) or MA/MS plus 15 semester units (22.5-quarter units). Class VI is BA plus 75 semester units (112 .5 quarter units) or MA/MS plus 30 semester units (45-quarter units). Effective July 1, 2002, an additional Class VII representing a BA plus 90 semester units (135-quarter units) or MA/MS plus 45 semester units (67.5-quarter units) will be added to the salary schedule. Only units achieved after July 1, 2001 will be honored when determining placement onto this new column.
7. For 2006-07, the current Certificated Salary Schedule shall be increased by five and one-half percent (5.5%) retroactive to July 1, 2007.
8. For 2007-08, the Certificated Salary Schedule shall be increased by four and one-half percent (4.5%) effective July 1, 2007. There will be no other salary adjustment for the 2007-08 school year.

## ARTICLE IX

### **PROFESSIONAL GROWTH**

1. As professional growth is of mutual benefit to the employee and the District instructional program, professional growth units will be granted for those academic and professional growth activities directly relevant to school site, to district goals and to employee's educational career development.
2. Prior to enrolling in course or a degree program, Superintendent/Principal shall determine whether additional credit units earned increase proficiency or increased flexibility for teaching different levels and are therefore applicable to class advancement.
3. Courses verified by transcript shall be evaluated on a semester unit basis. Quarter units shall be multiplied by a factor of two-thirds for equivalency. For all professional growth activities other than those verified by transcripts, District professional growth units will be computed on the basis of 15 clock hours of attendance/participation/work being equal to one semester unit. Upon completion of the course or activity, acceptable documentation must be submitted by the employee in order to receive professional growth units.
4. To resolve any dispute over professional growth requests, a written request to settle the issue will be placed before a committee composed of the Superintendent/Principal and an employee representing the Bolinas-Stinson Teachers Association. If the dispute remains unsettled, the Board of Trustees will appoint one of its members to resolve the dispute.

## ARTICLE X

### HOURS AND DAYS

1. Effective for the 2000-2001 school year, the teacher work year shall consist of 186 days. The work year shall include 180 days of instruction, 3 non-student days for professional development and 3 non-student workdays.
  - a. There shall be two workdays preceding the opening of school and one following the last pupil day. These days are included in the 186 days mentioned above.
  - b. There shall be three-days designated as professional development days included in the 186 days mentioned above. The Superintendent/Principal in consultation with the certificated staff will designate these days on the school calendar each year. These days, also known as the Staff Development Buy-Back Days, will be included in the work year only if they continue to be funded by the State. If the State fails to fund the Staff Development Day Buy-back Program, the days will no longer be included in the teacher work year unless agreed to by both the District and the Unit.
  - c. No days currently designated as non-student days may become instructional days unless specific changes are agreed to under the terms of this contract.
2. Whenever emergency conditions require that a school day is cancelled or terminated before a minimum day is achieved, such cancelled or terminated day shall not be counted as a teacher workday. When loss of power combines with unusual weather conditions or sanitary facilities become inoperative due to loss of water supply and/or septic tank problems for a period of two consecutive hours, the Superintendent/Principal will consult with staff before making the decision to dismiss school.
3. The teacher work day shall consist of the sum of (1) the minimum daily instructional time that is either required by state law or prescribed by the District for the purpose of obtaining additional state financial aid, (2) any included recess and lunch periods and (3) one half hour before the scheduled beginning of instruction for any of the students in the District and one half hour after the scheduled end of instruction for any of the students in the District, excluding any currently implemented or considered pre-period (also known as a zero period) or an additional period added to the end of the current school day. Effective with the start of the 2001-2002 school year, the work day shall be lengthened by 15 minutes each day. The Superintendent/Principal, in consultation with the certificated staff, shall adjust the daily schedule to reflect the additional 15 minutes.

The lunch period is 45 minutes; at least 30 minutes of which are duty free. Exceptions may be made when weather conditions or similar emergency conditions arise.

Whenever possible, teachers will not be required to supervise students during the 30 minutes prior to the daily start time and during the 30 minutes after students are dismissed at the end of the day.

4. Professional duties of certificated members will include activities outside the usual domain of their classes, as requested by the administrator. These duties include, but are not limited to: staff meetings, conferences with other staff members, educational committees, personnel interviews, or other steering committees as needed by the District. Effective at the beginning of the 2002-2003 school year, teachers will be expected to serve on only one (1) board appointed or state mandated committee per year. Attendance at meetings of such committees will not exceed two (2) hours per month. Each teacher will also be expected to serve on no more than one (1) ad hoc screening interviewing committee each year. Participation on additional committees will be on a volunteer basis. If any teacher feels that the undertaking of additional duties is a personal or professional burden, or if the time devoted to these duties seems excessive, the teacher will confer with the administrator to ameliorate the situation.
5. Beginning with the 2002-2003 school year, staff members will not be expected to participate in staff meetings for any more that 240 minutes, unless by mutual agreement, there is a need for additional staff meeting time in a given month. This limitation shall not apply in instances where the Superintendent/Principal must call an emergency meeting of the staff to convey information about the immediate health and/or safety of the school community.
6. If a teacher acts as consultant to the District based on mutual agreement with the administrator, a contract to that effect will be developed. Duties for which a contract would be drawn include, but are not limited to: developing curriculum at the request of the administrator outside of the classroom domain, or in-service training for the benefit of parents or community members. A teacher performing these services will be compensated at an hourly rate commensurate with his/her normal pay per diem. Consultation services for which no predetermination of hours is possible will be compensated at the substitute rate per diem for a full day of service, or half of the substitute rate for a half-day or less of service.
7. A teacher shall not be removed from classroom responsibilities without a substitute.
8. Each classroom teacher (1 F.T.E.) shall be guaranteed 2 ½ hours (150 minutes) of preparation time per week, exclusive of the half hour before school and the half hour after school, and to be provided in segments no less than 30 minutes. Unit

members will not be required to attend meetings, I.E.P's etc. during these 150 minutes. Travel time between campuses as part of regular classroom duties will not count as preparation time.

## ARTICLE XI

### GRIEVANCE PROCEDURE

1. Definitions
  - a. A “Grievance” is a claim by the Association or by one or more of its members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
  - b. An “aggrieved person” is the person, or persons including the Association of representative thereof, making the claim.
  - c. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
  
2. Purpose
  - a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
  - b. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present as such adjustment at the request of the aggrieved person and to state its views. If the aggrieved person does not request the presence of the Association, the Association will be informed of the nature of the grievance so that it can determine whether the grievance has potential bearing on other members. However, the name of the aggrieved person may be withheld at the person’s request. Should the Association be in disagreement with the aggrieved, the Association may follow its own grievance procedure as outlined in the contract.
  - c. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
  - d. The Association either in its own behalf or in behalf of the affected teachers, may initiate a grievance that affects more than one teacher.
  
3. Procedure
  - a. Level One: An aggrieved person shall first discuss the grievance with the appropriate principal or immediate superior, either directly or through the Association’s designated Grievance Representative with the object of resolving the matter informally.

- b. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five days after presentation of the grievance, he/she may file the grievance in writing with the President of the Association and the Superintendent/Principal within ten days after his initial presentation of the grievance at Level One.
  - c. Within ten days after receipt of the written grievance by the Superintendent/Principal, the Superintendent/Principal or his designee shall meet with the aggrieved person and a representative of the Association in an effort to resolve it.
  - d. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no written decision has been rendered within ten days after a decision or failure to decide by the Superintendent/Principal or his designee, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent/Principal or his designee, within fifteen days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.
  - e. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten days of the Association's submission the grievance to arbitration, the State Conciliation Service shall provide a list of five arbitrators from which the parties shall alternately strike names to arrive at the agreed arbitrator.
  - f. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted.
  - g. The decision of the arbitrator shall be accepted or rejected by a vote of the Board within fourteen days of the arbitrator's decision.
  - h. Each party shall bear its own cost of arbitration. The expenses or fees of the arbitrator and court reporter, if any, shall be shared equally;
  - i. Nothing in the forgoing shall be construed to empower the arbitrator to make any decision amending, subtracting from or adding to the provision of this agreement.
4. Rights of Teachers to Representation
- a. No reprisals of any kind shall be taken by the Superintendent/Principal or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
  - b. A teacher may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the

Association, at the teacher's request shall have the right to be present and to state its views at all stages of the grievance procedure.

5. Miscellaneous

- a. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the aggrieved person shall submit such grievance in writing to the Superintendent/Principal and the Association directly and the processing of such grievance shall be commenced at Level Two.
- b. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made without the agreement of all parties.
- c. Decisions rendered at Levels One and Two of the grievance procedure shall be in writing setting forth the decisions and reasons therefore and shall be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following the receipt of written decisions or failure to decide by the parties of interest.
- d. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he will, upon notice to his principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. All necessary witnesses shall be accorded the same right.
- e. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- f. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent/Principal and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

## ARTICLE XII

### **PEER ASSISTANCE AND REVIEW (PAR)**

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

#### 1. Definitions

- a. Joint Panel serves as the governing body of the PAR program.
- b. Consulting Teacher is a teacher who provides assistance to Referred Participating Teachers and Volunteer Participating Teachers pursuant to the PAR program and Beginning Teachers under Beginning Teacher Support Assessment Program (BTSA).
- c. Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional techniques or methodology and/or subject matter knowledge as a result of an unsatisfactory final evaluation in those areas.
- d. Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program.
- e. Beginning Teacher is a teacher in the 1<sup>st</sup> or 2<sup>nd</sup> year of his/her career that is in the BTSA program or a teacher in his/her 1<sup>st</sup> or 2<sup>nd</sup> year in the Bolinas Stinson School District.

#### 2. Joint Panel

- a. A Joint Panel shall be established and will be composed of two classroom teachers, one K-S and one 6-8, who have taught in the district for three or more years. The panel shall also include one administrator appointed by the Superintendent.
  - 1) The Association is responsible for holding an election for classroom teachers to serve as joint panel members. All terms shall be staggered.
  - 2) Panel members shall be chosen no later than October 1 of an election year.
  - 3) Panel members will participate in training to understand PAR and BTSA program as well as formative assessment, not to exceed one day of training.

- b. The Joint Panel shall meet as needed.
  - c. The Joint Panel shall be responsible for the following:
    - 1) Adopt Rules and Procedures to effect the provisions of this program. Said Rules and Procedures will be consistent with the provisions of this agreement, and to the extent there is an inconsistency, the agreement will prevail;
    - 2) Receive necessary training to implement the PAR and BTSA programs;
    - 3) Select PAR and BTSA Consulting Teachers by June 1 for the following year, depending upon need;
    - 4) The selection process for Consulting Teachers shall include a classroom observation of candidates;
    - 5) The Joint Panel shall review peer review reports prepared by Consulting Teachers and make recommendations to the Board regarding the Referred Teacher, including but not limited to, identifying Referred Teachers who are unable to demonstrate satisfactory improvement after sustained assistance. Only the panel's written recommendation shall be made available for placement in the Referred Teacher's personnel file. A copy of the recommendations shall be given to the Referred Participating Teacher at the same time it is given to the Board;
    - 6) Evaluate annually the impact of the PAR program in order to improve the program.
  - d. All proceedings and materials related to evaluations, reports and all personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article. Each member shall annually sign a confidentiality statement.
  - e. Joint Panel teacher members shall be provided reasonable release time for training regarding their duties and observations of Consulting Teacher applicants.
3. Support Provider
- a. Classroom teachers shall file an application to become a Consulting Teacher no later than May 1 each year and shall meet the following qualifications:
    - 1) Be a permanent classroom teacher;
    - 2) Possess substantial recent experience in classroom instruction;
    - 3) Demonstrate exemplary teaching ability which includes effective communication skills, subject matter knowledge and a mastery of

a range of teaching strategies to meet pupil needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning and organization for teaching, and principles of learning.

- 4) Joint Panel shall recommend that Consulting Teachers take relevant training.
- b. The Joint Panel shall determine the length of term for each Consulting Teacher.
- c. PAR Consulting Teachers shall meet a minimum of two times with the Joint Panel to review the on-going record of assistance and observation of the referred teachers. A final summary report will be prepared on the Referred Participating Teacher they assist. These reports shall contain a record of the events and observations, which have occurred between Consulting Teacher and Referred Participating Teacher and shall not be evaluative. They shall be submitted to the Joint Panel, the principal of the Referred Participating Teacher and the Referred Participating Teacher, and shall be made available for placement in the personnel file.
- d. Stipends and Caseload

- 1) The Consulting Teacher shall be paid a yearly stipend based on work with:

Referred Participating Teachers:	\$2,500
Voluntary Participating Teacher:	\$ 800
1 <sup>st</sup> Year Teacher in B.T.S.A. Program	\$2,000
2 <sup>nd</sup> Year Teacher in B.T.S.A. Program	\$1,500

Stipend to certificated members of the Joint Panel: \$1,250 each member.

Stipends are based on full year participation of staff. If staff participates for less than one full year, stipends will be prorated.

- 2) The Joint Panel and the Consulting Teacher shall mutually determine the Consulting Teacher's caseload. Caseloads for the consulting teacher shall not exceed two teachers per year with no more than one teacher per category.

#### 4. Referred Participating Teacher

- a. Referred Participating Teachers shall be provided:
  - 1) Multiple PAR Support Provider observations during classroom instruction;
  - 2) Reasonable training and other support as needed to assist improvement in teaching skills and knowledge;

- 3) The opportunity to prioritize and indicate preferences as to whom would be their Consulting Teacher of those available: The Joint Panel shall review the list of preferences and shall assign a Consulting Teacher;
  - 4) Performance goals for participating teachers shall be in writing, clearly stated, aligned with pupil learning and consistent with Education Code section 44662 (Stull Bill provision).
  - 5) The right to submit a written response within ten working days of receipt of any report and have it attached to that report by the Consulting Teacher and/or Joint Panel;
  - 6) The right to request a meeting within ten working days of receipt of any report with the Joint Panel with the right to have representation.
5. Beginning Teacher/Volunteer Participating Teacher
- a. The Joint Panel shall determine the number of Volunteer Participating Teachers admitted into the program each year.
  - b. The purpose of participation in the PAR program for Volunteer Participating Teachers is for peer assistance only. For participation in the program, the unit member must volunteer by May 1 of the prior school year. When the volunteer applies to the program, he/she shall provide the Joint Panel with an initial draft of the goals, which he/she would like to accomplish through participation in PAR. The Joint Panel will review the application and will determine the nature and the level of support to be offered for the Volunteer Teacher. The Volunteer Teacher will submit a written self-evaluation to the Joint Panel at the conclusion of his/her participation. The report will include information regarding successful accomplishment of the participant's initial goals.
  - c. All communication between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer Participating Teacher, shall not be shared with others, including the site principal, or the Joint Panel.
6. Program Budget
- a. The Joint Panel shall annually submit a proposed budget to the Superintendent for Board approval. The proposed budget shall be designed to carry out the provisions of the Article. The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the District's business manager.
  - b. Revenues for this program shall be used for PAR, BTSA, and/or professional development or other educational activities.

7. Summary

- a. The program should be designed so those participants shall expect and are strongly encouraged to have a cooperative relationship between the Consulting Teacher and the principal/evaluator with respect to the process of PAR. The principal shall retain the responsibility for evaluation pursuant to evaluation Article.
- b. The Association and the District shall jointly monitor the development and implementation of this program.
- c. This Article shall be in compliance with the Education Code requirements regarding Peer Assistance and Review. Based upon legislative modifications or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.

This Article shall be reviewed by the parties prior to June 30, 2001.

## ARTICLE XIII

### RETIREMENT BENEFITS

#### Retirement Incentive Program

1. Eligibility - The Retirement Incentive Program is open to all certificated employees who:
  - a. Have thirteen (13) or more years of service in the Bolinas-Stinson School District;
  - b. Are between the ages of 55 and 62 on the effective date of their retirement.
  - c. Take a service retirement with STRS.
  
2. Procedure
  - a. District shall notify unit members eligible for early retirement on or before the last day before winter break. At least one early retirement option will be available. If more apply than the stated number, successful applicants will be chosen by seniority.
  - b. Unit members must submit an application to the District in writing on or before March 1 of the school year prior to their resignation/retirement. The resignation/retirement is contingent upon acceptance by the District of the unit member's retirement incentive package.
  - c. The written application must include a description of the options requested and the details of such options.
  - d. The retiree's package will be finalized by the regular board meeting in April.
  - e. The unit member's retirement must be effective no later than June 30 of the year of their application to the Board.
  
3. Retirement Options
  - a. There are six (6) retirement plans offered under the Retirement Incentive Program.
  - b. Beginning with the 2006-07 school year the District will provide, as part of a retirement incentive bank for the retiree, up to \$48,000 toward the cost of a retiree choosing among Plans 1, 2, and 3. This amount will increase by two percent (2%) in each successive year after 2006-07. A retiree may choose to combine any of these 3 plans as long as the District's maximum expenditure does not exceed the dollar amount of the retirement incentive for the year of retirement.

- c. Plan 4 takes the mutual agreement between the District and unit member and assuming the unit member actually retires by age 62 the unit member will be entitled to the provisions of 3 paragraph b.
- d. Plan 5 requires the written agreement of the district and has no impact on whether or not the retiree participates in plans 1, 2, or 3.
- e. Plan 1 – Medical, Dental and Vision Insurance
  - 1) This plan provides for 100% District paid costs of medical and/or dental and/or vision coverage for the retiree and spouse.
  - 2) The District payment will be until the maximum District contribution is exhausted or until age 65 of the retiree, whichever is earlier.
  - 3) Continuation of coverage beyond time indicated in paragraph 2 shall be at the retiree’s expense and subject to carrier approval.
- f. Plan 2 – Golden Handshake Program
  - 1) This plan provides for two (2) additional years of service credit with the State Teachers Retirement System for the unit member.
  - 2) The District shall pay to STRS the amount due under the state formula for the Golden Handshake Program.
- g. Plan 3 – Cash Payment
  - 1) This plan provides the unit member with a cash payment up to the amount remaining in the retiree’s retirement incentive bank.
  - 2) The payment shall normally be made in three equal installments the year in which the unit member retires and by January 31 of each of the two (2) succeeding years. Upon mutual agreement between the district and retiree, the payment can be made in one or two installments.
- h. Plan 4 – Reduced Workload Assignments (Willie Brown Act)
  - 1) This plan provides for a phased-in early retirement plan.
  - 2) Minimum part-time employment for purposes of this activity shall be the equivalent of one-half of the days of service required by the unit member’s last full-time contract of employment. The “equivalent of one-half of the days of service required” may be satisfied by working full-time for one-half of required days of service or by working half-time for all of the required days of service. The agreement for part-time employment shall be arranged by the unit member and the District.
  - 3) Employee and District shall contribute to STRS the amount they would have contributed if the employee had remained full-time.
  - 4) A unit member once entering into this program may drop participation at the close of any school year with the consent of the

District. Participation is limited to the end of the fifth consecutive year of commencing the program. Compensation must be spread out over 10 or 12 months.

i. Plan 5 – Part-time Employment after Retirement

- 1) This benefit allows the District to hire a retiree for the purposes of completing a part-time assignment in the District, e.g., working as a Reading teacher for 1 hour/day to lower class size at a particular grade level over a two month period. Opportunities for part-time employment will depend upon the needs of the District and the financial resources to meet these needs. Payment for services will be on an hourly basis consistent with placement on the salary schedule at the time of retirement and the total annual amount earned cannot exceed the maximum identified in the Education Code.

j. Plan 6 – Customized Plan

- 1) This benefit allows the District and the retiree to develop a customized retirement plan that meets the needs of the district and the retiree and may include any combination of plans listed as well as those not listed but mutually agreed upon by the retiree and the District. These may include part-time compensated employment in addition to designated retirement incentives listed in this agreement.

**ARTICLE XIV**

**MEDICARE**

1. The District agrees to implement AB 265 for those certificated staff members who are eligible and who wish to participate in Medicare. The District will begin the process of application whenever the eligible members agree to a date.

## **ARTICLE XV**

### **SAVINGS**

1. If any provision of this Agreement is held invalid by a court of competent jurisdiction, then such provision will be deemed invalid, to the extent required by such court decision, but all other provisions shall continue in full force and effect.
2. Should a provision or application be deemed invalid as described in Paragraph 1 above, the parties shall reinstate any benefits reduced or eliminated to the extent permitted by law. Moreover, the parties shall meet not later than thirty (30) days after such court decision to renegotiate the provision or provisions affected.

**ARTICLE XVI**

**TERMS**

1. The term of this agreement shall be from July 1, 2006 to June 30, 2009.
2. For 2006-07 and 2007-08 there shall be reopeners on Benefits (Article III), and two (2) additional articles of each party's choice.

Tentative agreement was reached on January 30, 2007 and was subject to ratification by the Association and approval by the Board of Trustees.

**Ratified by BSTA/CTA on February 7, 2007**

**Ratified by the Board of Trustees on February 12, 2007**

**FINAL AGREEMENT**

For District:

For Association:

Lawrence H. Enos

Don Jolley

\_\_\_\_\_  
2-13-2007

\_\_\_\_\_  
2-13-2007

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A – 2006-07

Bolinas Stinson Union School District

Certificated Salary Schedule 2006-2007 with 5.5% increase

Appendix A

Board approved 3/1/07

	III	IV	V	VI	VII
1	45,234	47,222	49,235	51,203	n/a
2	50,875	52,515	54,155	55,799	57,441
3	52,515	54,155	55,799	57,441	59,079
4	54,155	55,799	57,441	59,081	60,719
5	55,799	57,441	59,081	60,721	62,361
6	57,441	59,081	60,721	62,361	64,002
7	59,081	60,721	62,361	64,003	65,642
8	60,721	62,361	64,003	65,644	67,284
9	62,361	64,003	65,644	67,286	68,925
10	64,003	65,644	67,286	68,929	70,569
11	65,644	67,286	68,929	70,569	72,208
12	67,286	68,929	70,569	72,208	73,848
13	68,106	69,748	71,388	73,027	74,668
14	68,929	70,569	72,208	73,850	75,491
15	69,748	71,388	73,027	74,671	76,311
16	70,569	72,208	73,850	75,489	77,129
17	71,388	73,027	74,671	76,310	77,951
18	72,208	73,850	75,489	77,132	78,773
19	73,027	74,671	76,310	77,953	79,594
20	73,850	75,489	77,132	78,775	80,413
21	74,671	76,310	77,953	79,597	81,235
22	75,489	77,132	78,775	80,414	82,056
23	76,310	77,953	79,597	81,234	82,873
24	77,132	78,775	80,414	82,055	83,693
25	77,953	79,597	81,234	82,877	84,516
26	78,775	80,414	82,055	83,695	85,454
27	79,597	81,234	82,877	84,516	86,157
28	80,414	82,055	83,695	85,339	86,979
29	81,234	82,877	84,516	86,158	87,797
30	82,055	83,695	85,339	86,979	88,618

Column

III	BA + 30 semester units	or 45 quarter units	
IV	BA + 45 semester units	or 67.5 quarter units	or MS/MA
V	BA + 60 semester units	or 90 quarter units	or MA/MS + 15 semester units
VI	BA + 75 semester units	or 112.5 quarter units	or MA/MS + 30 semester units
VII	BA + 90 semester units	or 135 quarter units	or MAMS + 45 semester units

# APPENDIX A – 2007-08

Bolinas Stinson Union School District

Certificated Salary Schedule 2007-2008 w 4.5% increase

Appendix A

Board approved 3/1/07

	III	IV	V	VI	VII
1	47,270	49,347	51,451	53,507	n/a
2	53,164	54,878	56,592	58,310	60,026
3	54,878	56,592	58,310	60,026	61,738
4	56,592	58,310	60,026	61,740	63,451
5	58,310	60,026	61,740	63,453	65,167
6	60,026	61,740	63,453	65,167	66,882
7	61,740	63,453	65,167	66,883	68,596
8	63,453	65,167	66,883	68,598	70,312
9	65,167	66,883	68,598	70,314	72,027
10	66,883	68,598	70,314	72,031	73,745
11	68,598	70,314	72,031	73,745	75,457
12	70,314	72,031	73,745	75,457	77,171
13	71,171	72,887	74,600	76,313	78,028
14	72,031	73,745	75,457	77,173	78,888
15	72,887	74,600	76,313	78,031	79,745
16	73,745	75,457	77,173	78,886	80,600
17	74,600	76,313	78,031	79,744	81,459
18	75,457	77,173	78,886	80,603	82,318
19	76,313	78,031	79,744	81,461	83,176
20	77,173	78,886	80,603	82,320	84,032
21	78,031	79,744	81,461	83,179	84,891
22	78,886	80,603	82,320	84,033	85,749
23	79,744	81,461	83,179	84,890	86,602
24	80,603	82,320	84,033	85,747	87,459
25	81,461	83,179	84,890	86,606	88,319
26	82,320	84,033	85,747	87,461	89,299
27	83,179	84,890	86,606	88,319	90,034
28	84,033	85,747	87,461	89,179	90,893
29	84,890	86,606	88,319	90,035	91,748
30	85,747	87,461	89,179	90,893	92,606

Column

III	BA + 30 semester units	or 45 quarter units	
IV	BA + 45 semester units	or 67.5 quarter units	or MS/MA
V	BA + 60 semester units	or 90 quarter units	or MA/MS + 15 semester units
VI	BA + 75 semester units	or 112.5 quarter units	or MA/MS + 30 semester units
VII	BA + 90 semester units		or 135 quarter units or MAMS + 45 semester units

**BOLINAS-STINSON SCHOOL DISTRICT  
BOLINAS, CALIFORNIA**

**DOMESTIC PARTNER AFFIDAVIT**

In order for a domestic partner to receive any benefit provided for in the Agreement between the Bolinas-Stinson Teachers’ Association and the Bolinas-Stinson Union School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District, this Domestic Partner Affidavit. The employee should maintain a copy for his or her records.

This form could have legal implications under California law beyond receiving employee benefits. For example, the law permits unmarried cohabiting partners to privately contract regarding the financial obligations of their relationship. This form could be used as evidence of such an agreement. You should consult an attorney if you have questions regarding the potential legal effects of signing this form.

PART 1 – To be completed by Employee and Domestic Partner

This is to certify that I, \_\_\_\_\_, and my domestic partner

*(print employee’s name and social security member)*

\_\_\_\_\_ reside together at \_\_\_\_\_ and share

*(print domestic partner’s name)*

common necessities of life.

We both certify that:

1. We agree to be jointly responsible for each other’s basic living expenses during the domestic partnership.
2. We are not married to anyone nor a member of another domestic partnership.
3. We are not related by blood in a way that would prevent us from being married to each other in this state.
4. We are both at least 18 year’s of age and are mentally competent to consent to this contract.
5. It has been at least twelve (12) months since either (or both) of us has filed a Certification of Termination of a previous domestic partnership with the Bolinas-Stinson Union School District.
6. We agree to notify the Bolinas-Stinson Union School District if there is a change in the circumstances attested to in this affidavit or if the domestic partnership is terminated.
7. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOLINAS-STINSON SCHOOL DISTRICT  
BOLINAS, CALIFORNIA**

**DOMESTIC PARTNER AFFIDAVIT**

Part 2 – To be completed by the Employee

This is to certify the following:

1. I have read the section in the Bolinas-Stinson Union School District certificated contract on domestic partnership and agree to all of the terms.
2. I agree that I am required to reimburse the District for any expenditures made by the District for any administrative charges and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOR DISTRICT USE ONLY:

Date Received: \_\_\_\_\_ Superintendent/Principal's Signature \_\_\_\_\_

**BOLINAS-STINSON UNION SCHOOL DISTRICT  
BOLINAS AND STINSON BEACH, CALIFORNIA**

**CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

I, \_\_\_\_\_, affirm under penalty of perjury  
that  
*(print employee's name and social security number)*

my Domestic Partnership with \_\_\_\_\_ has been terminated  
and  
*(print domestic partner's name)*

a statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Bolinas-Stinson Union School District for twelve (12) months.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

NOTE: If your domestic partner or dependents of your domestic partner were enrolled for medical coverage, you must complete medical change of status forms to delete ineligible dependent.  
Contact the District Office for the necessary forms.

\_\_\_\_\_  
FOR DISTRICT USE ONLY:

Date Received: \_\_\_\_\_

Superintendent/Principal's Signature \_\_\_\_\_

BOLINAS-STINSON UNION SCHOOL DISTRICT  
**Professional Goals**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Grade: \_\_\_\_\_ School Year: \_\_\_\_\_

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

Section 1:

Standard:

\_\_\_\_\_

Key Elements:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Teacher Developed Goal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time for Completion: \_\_\_\_\_

Section 2:

Standard:

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Key Elements:

1. 

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2. 

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3. 

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Evaluator Developed Goal:

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Time for Completion: \_\_\_\_\_

Section 3:

Standard:

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Key Elements:

1. 

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2. 

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3. \_\_\_\_\_

Evaluator/Teacher Developed Goal:

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Time for Completion: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature (Date)

\_\_\_\_\_  
Evaluator's Signature (Date)

BOLINAS-STINSON UNION SCHOOL DISTRICT  
**Certificated Observation Report**

Teacher: \_\_\_\_\_  
Observation Date: \_\_\_\_\_  
Conference Date: \_\_\_\_\_

Time Observed: \_\_\_\_\_

Subject and Instructional Goal(s) of Observed Lesson:

\_\_\_\_\_  
\_\_\_\_\_

California Standards for Teaching Profession Observed:

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

Description of Observed Lesson, including Recommendations and Commendations:

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

\_\_\_\_\_  
Evaluator’s Signature (Date)

\_\_\_\_\_  
Employee’s Signature (Date)

**BOLINAS-STINSON UNION SCHOOL DISTRICT  
Certificated Evaluation Form**

Evaluatee: \_\_\_\_\_

Key: E= Exceeds expectations  
M=Meets expectations  
N=Needs Improvement

Evaluator: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Observation Dates: \_\_\_\_\_

Conference Dates: \_\_\_\_\_

<b><u>Standard One: Engages and Supports All Students in Learning</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Connects Students' prior knowledge, life experience, and interests with learning goals.</i>			
<i>Uses a variety of instructional Strategies and resources to respond to Students' diverse needs.</i>			
<i>Facilitates learning experiences that promote autonomy, interaction, and choice</i>			
<i>Engages Students in problem Solving, critical thinking and other activities that make Subject matter meaningful.</i>			
<i>Promotes Self-directed, reflective learning for all Students.</i>			

Comments:

<b><u>Standard Two: Creates and Maintains Effective Environment for Student Learning</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Creates a physical environment that engages all Students.</i>			
<i>Establishes a climate that promotes fairness and respect.</i>			
<i>Promotes Social development and group responsibility.</i>			
<i>Establishes and maintains Standards for Student behavior.</i>			
<i>Plans and implements classroom procedures and routines that support student learning.</i>			
<i>Uses instructional time effectively.</i>			

Comments:

<b><u>Standard Three: Understands and Organizes subject Matter for student Learning</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Demonstrates knowledge of subject matter content and student development.</i>			
<i>Organizes curriculum to Support Student understanding of Subject matter.</i>			
<i>Plans and implements classroom procedures and routines that support student learning.</i>			
<i>Uses instructional time effectively.</i>			
<i>Interrelates ideas and information within and across0 subject matter areas.</i>			
<i>Develops Student understanding through instructional Strategies that are appropriate to the Subject matter.</i>			
<i>Uses materials, resources, and technologies to make Subject matter accessible to students.</i>			

Comments:

<b><u>Standard Four: Plans Instruction and Designs Learning Experiences for All students</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Draws on and values Students' backgrounds, interests, and developmental learning needs.</i>			
<i>Establishes and articulates goals for Student learning.</i>			
<i>Develops and Sequences Instructional activities and materials or Student learning.</i>			
<i>Deigns a Short-term and long-term plan to foster student learning.</i>			
<i>Modifies Instructional plans to adjust for student needs.</i>			

Comments:

<b><u>Standard Five: Assesses student Learning</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Establishes and communicates learning goals for all students.</i>			
<i>Collects and uses multiple sources of information to assess student learning.</i>			
<i>Involves and guides all students in assessing their own learning.</i>			
<i>Uses the results of assessments to guide instruction.</i>			
<i>Communicates with students, families, and other audiences about student progress.</i>			

Comments:

<b><u>Standard Six: Develops as a Professional Educator</u></b>	<b>E</b>	<b>M</b>	<b>N</b>
<i>Reflects on teaching practice and plans professional development.</i>			
<i>Establishes professional goals and pursues opportunities to grow professionally.</i>			
<i>Works with communities to improve professional practice.</i>			
<i>Worked with families to improve professional practice.</i>			
<i>Works with colleagues to improve professional practice.</i>			
<i>Balances professional responsibilities and maintains motivation.</i>			

Comments:

**Summative Comments**

1) Re: Developed Goals

2) Re: General Comments

**Final Evaluation**

Satisfactory

Unsatisfactory

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

\_\_\_\_\_  
Evaluator's signature                      Date

\_\_\_\_\_  
Employee's Signature                      Date

## **SIDE AGREEMENT**

This Side Agreement is entered into this 30<sup>th</sup> day of January 2007 by and between the Bolinas Stinson School District and the Bolinas-Stinson Teachers Association to address a one-time early retirement incentive for the 2006-007 school year.

The parties agree to the following:

1. Article XIII – Retirement Benefits addresses retirement incentives for certificated unit members.
2. To encourage retirement for 2006-07 among eligible unit members the following one-time additional incentive is being made available for this year only:
  - a. The District will provide the unit member with one-half of what it was paying for medical and dental benefits at the time of the unit member's retirement for a maximum of five (5) years or until the retiree reaches the age of 65, whichever is earlier.
3. All other provisions of Article XIII are applicable to this Side Agreement.