COLLECTIVE BARGAINING AGREEMENT 2011-2014

Covering Lay Teachers in the Archdiocesan High Schools

Between

THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO A CORPORATION SOLE

And

THE SAN FRANCISCO ARCHDIOCESAN FEDERATION OF TEACHERS,
LOCAL 2240, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

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ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO,

A CORPORATION SOLE

SAN FRANCISCO ARCHDIOCESAN FEDERATION OF TEACHERS –

Local 2240, American Federation Of Teachers, AFL-CIO

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Superintendent of Schools

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School Representatives

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Archbishop Riordan High School

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COLLECTIVE BARGAINING AGREEMENT

Between THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE

and

THE SAN FRANCISCO ARCHDIOCESAN FEDERATION OF TEACHERS, LOCAL 2240, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

WHEREAS, the Roman Catholic Archbishop of San Francisco, A Corporation Sole (hereinafter called the "Employer") operates and maintains Archdiocesan high schools wherein educational services are regularly provided which require the services of teachers who are qualified and approved by the Superintendent of Schools of the Roman Catholic Archdiocese of San Francisco (hereinafter called the "Superintendent"); and

WHEREAS, a majority of the full-time lay teachers in the Archdiocesan high schools who participated in the secret ballot election conducted by the California State Conciliation Service on January 18, 1972, designated the Secondary Teachers Association, Local 2240, American Federation of Teachers, AFL-CIO, now known as The San Francisco Archdiocesan Federation of Teachers, Local 2240, American Federation of Teachers, AFL-CIO (hereinafter called the "Union") as the collective bargaining representative of said lay teachers; and

WHEREAS, the Union and its members recognize the unique nature of the Archdiocesan high school system in that it is Roman Catholic, committed to provide education within the framework of Catholic principles; that Catholic teachings and precepts shall remain paramount throughout the term of this Agreement; and that nothing in the Agreement shall be construed as interfering in any way with the Superintendent's functions and duties insofar as they are canonical; and

WHEREAS, the total teaching force is made up of lay, priest, and religious teachers and that, in any matter relating to the employment of lay teachers which affects in any way priest and religious teachers, the Union acknowledges the right and the duty of the Superintendent to consult the religious superiors involved; and

WHEREAS, the Union recognizes the nonprofit nature of the Roman Catholic Archbishop of San Francisco, A Corporation Sole and the Archdiocesan high school system; and

WHEREAS, it is the policy of the Employer to maintain high educational standards in the Archdiocesan high schools and to provide relatively constant employment for lay teachers; and

WHEREAS, the Union and its members recognize that all lay teachers covered by this Agreement shall perform all of their duties as set forth in this Agreement in accordance with the doctrines and precepts of the Roman Catholic Church, and shall conduct themselves at all times during the performance of those duties in a manner in keeping with the standards of the Church;

IT IS HEREBY AGREED between the Employer and the Union as follows:

1. <u>Superintendent's Exclusive Right of Administration.</u>

The Superintendent has the exclusive right to administer the school system and direct the school system's policies consistent with Catholic principles.

2. <u>President's Right to Oversee Catholic Function.</u>

The Archbishop or Superintendent may assign a President to a school to maintain the Catholicity of the school and to provide for the spiritual dimension of the school community. The President is the educational and spiritual leader of the school. All decisions related to school operations are the responsibility of the President. The President may delegate authority to Principals and other managers, but retains the responsibility for the outcome of those operational decisions.

3. <u>Suspension or Discontinuance.</u>

The Archdiocesan Board of Education shall have the exclusive right to determine whether to suspend or discontinue in any respect the operation of any Archdiocesan high school for whatever reason the Board deems appropriate.

4. Recognition as Bargaining Representative.

A. <u>Union as the sole bargaining agent</u>

The Superintendent recognizes the Union as the sole bargaining agent for its full-time lay teachers, counselors, and librarians in the Archdiocesan high schools. An employee is covered by the terms of this Agreement if he/she is employed by an Archdiocesan high school to engage in teaching, counseling, and/or providing library services on a full-time basis.

B. <u>All other employees excluded from coverage</u>

All other employees including part-time personnel, religious or clergy, classified staff, and other persons employed in non-teaching positions are excluded from coverage under this Agreement. "Other persons employed in non-teaching positions" are those whose positions or functions are primarily administrative, supervisorial, managerial, financial, or development related. Such positions include Principal, President, Assistant Principal, Academic Dean, Dean of Students, Admissions Director, Development Director, Business Manager, Athletic Director, Director of Campus Ministry, Chaplain, Personnel Director, Public Relations Director, Alumni Director, Resource Specialist or its equivalent, and other positions with similar functions. For purposes of this Agreement, the term "primarily" means an assignment of three-fifths (3/5) or more of the workday.

5. Status as Full-Time Lay Teacher.

A. Requirement to provide educational services

A full-time employee who is covered by this Agreement shall be required to provide educational services as directed by the Superintendent, or his/her agents, during the period set forth in the employee's calendar at his/her school for twenty-five (25) class periods per week, or its equivalent, unless stipulated elsewhere in the Collective Bargaining Agreement, and to provide normal supervision of students as well as supervision of student activities and organizations.

B. Calendar Days

The current norm for the teacher's calendar is one hundred and eighty-three (183) school days, which include days of school-wide teacher-student contact (including full class days, minimum days, special assembly days, student retreats and examination days) and teacher in-service/retreat days. The Employer reserves the right to increase or decrease the number of days in the school calendar after consultation with the Union. Teacher salaries will be increased if there is an increase in the number of days in the school calendar and decreased if there is a decrease in the number of days in the school

calendar to less than one hundred and seventy-eight (178) days by an amount equal to one-one hundred and eighty-third (1/183) of the respective current salary for each day in which the school calendar is increased or decreased.

C. <u>Supervisory services</u>

A lay teacher shall be required to perform normal supervisory services that do not exceed seven (7) outside activities during the school year. An outside activity is an activity involving a teacher's supervision outside the normal school day. It will normally consist of supervising students in designated areas to provide for the safety and protection of individuals. A lay teacher shall not be required to perform supervisory services during school vacations or holiday periods.

D. <u>Non-teaching position</u>

Any lay teacher, counselor or librarian who is assigned by the Employer to fill a non-teaching position described under "others in non-teaching positions" in Paragraph 4(b) shall be entitled to reinstatement as a lay teacher, counselor or librarian, as appropriate according to the person's qualifications, upon completion of that assignment. Reinstatement will be in the same Class and Step in which he/she would have been employed had he/she continued in his/her teaching, counseling or librarian position. During any school year, at each Archdiocesan high school, no more than four (4) "others in non-teaching positions" may exercise their right to reinstatement unless otherwise agreed by the President of the Union acting on behalf of the Executive Board and the Superintendent.

6. <u>Performance of Duties:</u>

A. Time Devoted to Duties

A lay teacher shall devote such time to the performance of his/her duties under this Agreement as is necessary and reasonable. Such time shall include actual classroom teaching time, adequate preparation for classroom activities, normal supervisory service, and such supplemental services as are agreed between the lay teacher and the Principal in accordance with Section 20 <u>Supplemental Positions</u> hereof.

B. <u>Lunch Period</u>

A lay teacher will be provided a lunch period during the school day and normally will be provided a preparation period. A teacher may be asked to supervise during his/her preparation period, but this teacher shall receive credit for a substitution.

C. School Functions

A lay teacher may be required to attend no more than four (4) school functions, not to exceed four (4) hours each, outside the normal school day. Examples thereof include, but are not limited to, Back-To-School Night, graduation ceremonies and report card night.

7. <u>Compliance With Rules and Regulations</u>

A lay teacher shall, in addition to the performance of the duties described above, observe and enforce the rules and regulations prescribed by the Superintendent or the Principal and the regulations of the Archdiocesan high schools, as contained in the <u>Administrative Handbook</u> except to the extent that the handbook is inconsistent with this Agreement.

8. <u>Substituting for Absent Teachers:</u>

A. Substituting as Requested

A full-time lay teacher shall be required to substitute for an absent teacher as requested by the Principal except that where the Principal knows in advance that a teacher will be absent from school for a period greater than three (3) consecutive days, the Principal will obtain a substitute beginning on the first day of absence.

B. Definition of Substitution

A substitution is defined as the replacement of an absent teacher for a single class period. If a teacher is required to supervise the combined classes of two absent teachers during one period, he/she shall be credited with two substitutions.

C. <u>Stipend for Substitution</u>

A full-time lay teacher who substitutes more than eight (8) times in a school year shall be compensated \$25.00 for each subsequent substitution.

9. <u>Disciplinary Action</u>

The Employer may take disciplinary action against a lay teacher at any time during the term of this Agreement when in the opinion of the Superintendent or the Principal said lay teacher has failed to comply fully with all of the terms of satisfactory service set forth herein and in the Tenure Agreement. In the event that a probationary teacher who has completed three (3) years of teaching in the Archdiocesan high school system is discharged, he/she may request a hearing in accordance with Section II (B)(4)(b) of the Tenure Agreement. In the event a tenured teacher is discharged or

suspended, he/she may request a hearing in accordance with the provisions of the Tenure Agreement.

10. Tenure Agreement

In addition to the provisions herein, the status of lay teachers shall be governed by the Tenure Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.

The parties shall form a Tenure Rights Committee which shall jointly research, review and make possible recommendations to the Tenure Agreement by May 1, 2012. The parties shall bargain over any recommendations as part of their negotiations for a successor contract.

11. Overall Ratio of Students to Teachers

Principals shall work toward achieving a master schedule whereby:

A. Number of Students

A full-time teacher of academic subjects shall normally have no more than one hundred fifty (150) students assigned to his/her classes each semester. Teachers covered by this Agreement with fewer than five (5) sections shall have their student load determined on a pro rata basis.

B. Ratio of Students

The ratio of students to full-time counselors shall normally be no greater than two hundred seventy-five to one (275:1). Part-time counselors covered by this Agreement shall have students assigned on a pro rata basis.

12. <u>Grievance Procedure</u>

Any dispute regarding the meaning, interpretation or application of this Agreement shall be submitted by the grieving party, whether such party is the Union or the Employer, to the grievance procedure as provided herein.

A. <u>Informal Settlement of Disputes</u>

It is the intention of the parties that all disputes and complaints be settled informally at the lowest possible administrative level with the least possible loss of time.

(1) Step One

Such dispute shall be reduced to a written grievance and taken up between the Union's school representative and the Principal not later than thirty (30) school days

(thirty (30) calendar days if there are less than thirty school days remaining in the school year) after the grievant has knowledge of the dispute. Grievances shall be signed by the grieving party. The statement of the grievance shall include:

- (a) The name(s) of the grievant(s);
- (b) A statement of facts giving rise to the grievance including the date on which the alleged incident first took place or the date on which the named grievant(s) first gained knowledge of the alleged incident; and
- (c) The remedy or correction requested.

(2) Step Two

Upon the failure of the parties to reach a mutually satisfactory solution to the dispute in Step One within seven (7) calendar days from the filing of the grievance, the dispute shall be referred by the grieving party to a Board of Adjustment consisting of two (2) Union representatives who are designated as members by the President of the Union and two (2) Department of Catholic Schools representatives who are designated as members by the Superintendent. The Board of Adjustment shall hear and determine the matter within fourteen (14) days after the dispute has been referred to the Board. The majority decision of the Board of Adjustment shall be final and binding.

(3) Step Three

In the event that the Board has not reached a majority decision within fourteen (14) days after the dispute has been referred to the Board, the Superintendent or the President of the Union acting on behalf of the Executive Board may within forty-five (45) additional days request in writing that the California State Mediation and Conciliation Service submit a panel of names from which the parties shall select one person to serve as the fifth (5th) and impartial member of the Board or as sole arbitrator. The decision of the Board or the sole arbitrator shall be final and binding.

B. <u>Failure to Comply with Time Limits</u>

Failure to comply with the time limits set forth in the steps above shall result in the grievance being withdrawn and deemed waived. However, the time limits and other provisions set forth in this article may be extended or waived by mutual written agreement of the parties. In the event that a teacher is unable during a school vacation period to contact the Union representative or principal in order to file a written grievance, the teacher may preserve the grievance by providing written notice of the grievance with the Department of Catholic Schools within the applicable time limit.

13. <u>Nondiscrimination</u>

Neither the Employer nor the Union shall discriminate against any employee on account of race, color, national origin, sex, age, marital status, physical handicap or disability, legitimate Union activity, or Veteran's status.

14. No Strike or Lockout.

A. No Stoppage of Work

During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work as long as the Employer has not committed an act held by the Board of Adjustment or Arbitrator to be in violation of this Agreement. It is understood that the Union shall not engage in any strike, slowdown, or stoppage of work where the Employer's action conflicts with an award or decision of the Board of Adjustment or Arbitrator which is in excess of the provisions of this Agreement or which is in excess of the authority of the Board of Adjustment or Arbitrator.

B. No Lockouts

During the life of this Agreement the Employer agrees not to engage in any lockouts as long as the Union has not committed an act held by the Board of Adjustment or Arbitrator to be in violation of this Agreement.

15. <u>Health Coverage.</u>

A. <u>Employee Coverage</u>

The Employer shall provide each employee covered by this Agreement with dental-life insurance coverage. The Employer shall make available to each employee covered by this agreement hospital-surgical-medical insurance coverage. For 2011-12, employees may choose between the following health plans: Anthem Blue Cross PPO, Anthem Blue Cross HMO, and Kaiser HMO. For 2011-12, the Employer shall offer the Delta Dental Premier plan.

(1) Employer/Employee Cost Sharing

(a) General

Effective August 1, 2011, and for the remaining term of this Agreement, the Employer shall pay a portion of the hospital-surgical-medical coverage by paying a portion of the employee's health and dental premium costs to the Preferred Provider Organization (or "PPO") or the Health Maintenance Organizations (or "HMOs") and the dental provider according to the employee's selection.

(b) Alternative HMO

Monthly contributions for health and dental coverage for each employee in the alternative (i.e. non-Kaiser) HMO plan electing employee-only coverage shall be as follows:

Year	ar Employee Employ Contribution Contribu	
2011-12	\$89	\$596
2012-13	\$95	\$695
2013-14	\$102	\$812

If the above contributions are insufficient to cover the total health and dental premiums, the remaining cost shall be shared equally (50% / 50%) between the employee and the Employer.

(c) Kaiser HMO

Employees in the Kaiser HMO plan electing employee-only coverage will pay the same percentage of the total health and dental premiums as paid by employees in the alternative HMO plan electing employee-only coverage. For example, for 2011-12, the \$89 employee contribution represents 13% of the \$684.41 total premiums for employees in the Anthem HMO electing employee-only health and dental coverage. Therefore, for 2011-12, employees in the Kaiser HMO plan electing employee-only coverage will pay 13% of their total health and dental premiums, or \$70.67 per month (13% of \$543.59).

(d) PPO

The Employer's contribution for each employee in the PPO for employee coverage shall equal the Employer's dollar contribution for the respective alternative HMO level.

(2) Deductible from Salary

Payment for such contribution shall be provided by the employee but will be deducted, upon written request of the employee from his/her pay and forwarded in accordance with the program.

(3) Coverage Waiver

An employee may waive health care coverage provided that they verify that they are receiving health care services through another employer, either as an employee or by virtue of being the spouse, domestic partner, or child of another person, provided that the employer obtains from those persons a voluntary written waiver of the health care coverage.

(4) Description of Health Benefits

The Preferred Provider Organization (or "PPO") and the Health Maintenance Organizations (or "HMOs") plans will annually update the description of benefits.

(5) Significant Changes to Health Benefits

The Parties shall form a Benefits Cost Containment Committee which shall jointly research, review, and recommend changes to health and dental plan designs and insurance providers. If insurance carriers are changed, the Employer, without compromising employees' privacy, will cover any additional out-of-pocket expenses for the calendar year that employees incur that they would not have incurred if they had not been required to change carriers.

If there is a significant change in the program, or if alternative hospital, surgical, medical, dental, or life insurance is made available by the Archdiocese of San Francisco, either party may, upon thirty (30) days written notice, reopen this Section of the Agreement for negotiations. If there is a dispute whether a change is significant, the dispute may be arbitrated per Section 12 <u>Grievance Procedure</u>.

B. <u>Dependant Coverage</u>

(1) General

The Employer shall make available to each full-time employee dependent coverage, according to the same plan. Payment for such contribution shall be provided by the employee but will be deducted, upon written request of the employee, from his/her pay and forwarded in accordance with the program.

(2) HMO's

Employees in the HMO's electing dependent coverage shall pay the amount they would pay for employee-only health and dental coverage plus a percentage of the difference between the monthly premiums for dependent health and dental coverage and the monthly premiums for employee-only health and dental coverage as follows:

Year	Employee
	Contribution
2011-12	40%
2012-13	50%
2013-14	60%

(3) **PPO**

The Employer's contribution for each employee in the PPO for dependent coverage shall equal the Employer's dollar contribution for the respective alternative HMO level.

C. <u>Disability Insurance</u>

The Employer shall provide at no cost to the full time employee long-term disability insurance, which provides payment of sixty-six and two-thirds percent (66-2/3%) of the teacher's pre-disability salary. The long-term disability benefit shall be payable to the end of the disability or to age sixty-five (65), whichever is earlier. The daily indemnity benefit shall begin on the thirtieth (30th) day of total disability. Coordination of benefits shall apply to such benefits. Therefore, the CBA employee must apply to the disability carrier for coverage, and submit disability benefit statements from SDI and the disability carrier to the high school business office to determine the supplemental benefit that will be paid by the schools. The school agrees to pay the difference up to 12 months, only after the SDI and Insurance Company have determined disability. This Benefit shall be payable provided the insured continues to qualify under the definition and procedures as defined in the contract with the Long Term Disability insurance carrier. Determination of a qualifying disability shall be made by the disability insurance carrier. The medical coverage described in 15A Employee Coverage above will continue through the end of the twelfth week of disability.

Continued hospital-surgical-medical-dental-life insurance coverage after that date will be under COBRA.

D. Supplemental Long-Term Disability Benefit

The Employer shall provide a supplemental long-term disability benefit which, when added to the benefit in 15C <u>Disability Insurance</u>, above, will provide one hundred percent (100%) of the teacher's pre-disability gross salary. Such supplemental long-term disability benefit shall begin on the thirtieth (30th) day of total disability and shall be payable for a maximum period of twelve (12) months. Coordination of benefits shall apply to this benefit. This Benefit shall be payable provided the insured continues to qualify under the definition and procedures as defined in the contract with the Long Term Disability insurance carrier. The disability insurance carrier shall make determination of a qualifying disability. The medical coverage described in 15A <u>Employee Coverage</u> above will continue through the end of the twelfth week of disability. Continued hospital-surgical-medical-dental-life insurance coverage after that date will be under COBRA.

E. <u>Medical Conversion Coverage</u>

The Employer will provide medical conversion coverage, which will allow employees upon disability or retirement to obtain continuing medical coverage at their own expense.

F. Wellness Program

Employees shall pay for the cost (approximately \$2 per employee per month) of a wellness program. Employees who participate in the wellness program shall receive a monetary incentive of \$50 per year.

16. Retirement Program

A. Retirement Plan

The Employer shall contribute to The Roman Catholic Archbishop of San Francisco, A Corporation Sole Money Purchase Retirement Plan in accordance with the Summary of Principal Plan Provisions attached hereto as Exhibit B. The Plan shall conform to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code (IRC) and shall be effective upon receipt of a determination from the Internal Revenue Service (IRS) that the Plan is "qualified" in all respects for tax purposes.

B. SPECIAL VOLUNTARY TERMINATION PACKAGE:

Any teacher who is at class and step D14 and also at the third level of longevity will have the option to receive a severance payment should they choose to retire. The bonus will be awarded as follows: if written notification of retirement is given to the school by April 15, 2012 for the next school year, and the teacher retires, teacher will receive \$21,000, paid over 3 years.

17. <u>Lay Teacher Salaries:</u>

The following are the salaries for lay teachers under this Agreement:

			School Ye	ar 2010-11					School Yea	ar 2011-12	
Agreement	6/23/08					Agreement 5	/24/11				
						Advancemen		m School	Year 2010-11	I one Step a	nd Class
		Class A	Class B	Class C	Class D		0.0%	Class A	Class B	Class C	Class
<u>Step</u>		(BA)	(BA+30)	(BA+45)	(BA+60)	<u>Step</u>	Incr	(BA)	(BA+30)	(BA+45)	(BA+60
1	4.0%	\$50,316	\$52,999	\$55,681	\$58,364	1	0.0%	\$50,316	\$52,999	\$55,681	\$58,364
2		\$52,618	\$55,300	\$57,976	\$60,660	2	0.0%	\$52,618	\$55,300	\$57,976	\$60,66
3		\$54,914	\$57,596	\$60,279	\$62,962	3	0.0%	\$54,914	\$57,596	\$60,279	\$62,96
4		\$57,215	\$59,891	\$62,574	\$65,258	4	0.0%	\$57,215	\$59,891	\$62,574	\$65,25
5		φ51,Z15						φ51,215			
6			\$62,194	\$64,877	\$67,551	5	0.0%		\$62,194	\$64,877	\$67,55
			\$64,489	\$67,173	\$69,855	6			\$64,489	\$67,173	\$69,85
7				\$69,468	\$72,149	7	0.0%			\$69,468	\$72,14
8				\$71,770	\$74,453	8	0.0%			\$71,770	\$74,45
9				\$74,065	\$76,747	9	0.0%			\$74,065	\$76,74
10				\$76,360	\$79,043	10	0.0%			\$76,360	\$79,04
11	4.0%			\$78,663	\$81,344	11	0.0%			\$78,663	\$81,34
12	4.0%			\$80,958	\$83,640	12	0.0%			\$80,958	\$83,64
13	4.0%			\$83,261	\$85,944	13	0.0%			\$83,261	\$85,94
14	4.0%				\$88,238	14	0.0%				\$88,23
L17-19	4.0%				\$95,016	L17-19					\$95,01
L20-23	4.0%				\$95,612	L20-23					\$95,6
L24+	4.0%				\$96,835	L24+					\$96,83
greement			School Ye			Agreement 5			School Yea		
dvancem			Year 2011-1:			Advancemen					
	0.0%	Class A	Class B	Class C	Class D		0.0%	Class A	Class B	Class C	Class
Step	Incr	<u>(BA)</u>	(BA+30)	(BA+45)	(BA+60)	Step	Incr	<u>(BA)</u>	(BA+30)	(BA+45)	(BA+6
1	0.0%	\$50,316	\$52,999	\$55,681	\$58,364	1	0.0%	\$50,316	\$52,999	\$55,681	\$58,36
2	0.0%	\$52,618	\$55,300	\$57,976	\$60,660	2	0.0%	\$52,618	\$55,300	\$57,976	\$60,66
3	0.0%	\$54,914	\$57,596	\$60,279	\$62,962	3	0.0%	\$54,914	\$57,596	\$60,279	\$62,96
4	0.0%	\$57,215	\$59,891	\$62,574	\$65,258	4	0.0%	\$57,215	\$59,891	\$62,574	\$65,25
5	0.0%		\$62,194	\$64,877	\$67,551	5	0.0%		\$62,194	\$64,877	\$67,55
6	0.0%		\$64,489	\$67,173	\$69,855	6	0.0%		\$64,489	\$67,173	\$69,85
7				\$69,468	\$72,149	7	0.0%			\$69,468	\$72,14
8				\$71,770	\$74,453	8	0.0%			\$71,770	\$74,45
9				\$74,065	\$76,747	9	0.0%			\$74,065	\$76,74
10				\$76,360	\$79,043	10	0.0%			\$76,360	\$79,04
	0.0%			\$78,663	\$81,344	11	0.0%			\$78,663	\$81,34
	0.0%			\$80,958	\$83,640	12	0.0%			\$80,958	\$83,64
11				\$83,261	\$85,944	13	0.0%			\$83,261	\$85,94
11 12				ψ00,∠01						ψυυ,∠υ ι	
11 12 13	0.0%				\$88 330						
11 12 13 14					\$88,238	14 L 17-10	0.0%				
11 12 13 14 L17-19	0.0% 0.0%				\$95,016	L17-19	0.0%				\$88,23 \$95,01
11 12 13 14	0.0% 0.0%						0.0%				

18. <u>Determination of Salary Classification</u>

A. <u>Maintenance of Lay Teacher Record</u>

(1) Review of Credits

Principals are to review the credits of all lay teachers employed at their schools to substantiate courses and credits earned from accredited institutions in order to verify the Step and Class of said lay teacher on the salary schedule. Credits referred for salary advance shall be submitted by official transcript by September 15 of the school year in which the salary is to become effective. All approved courses referred for salary advance must be completed before that date. Should a transcript not be available by September 15, upon written notice being given to the Principal, the filing period for courses completed before September 15 will be extended to October 15 of the school year in which the salary shall become effective. Verification by official transcript shall be made before payment will be provided for the salary advance. The salary increase shall be retroactive to the beginning of the school year.

(2) Record Keeping

Principals are to keep on file a complete record of each lay teacher. Said record shall include transcript, reference letters, present and past, all evaluations and verifications of previous service. Duplicates of said records shall be forwarded to the Department of Catholic Schools.

(3) Annual Evaluation

Principals shall provide an updated evaluation of each teacher's complete record by September 15 of each year.

(4) Right to Review and Rebut

A teacher shall have the right to review and rebut any item in his/her file.

B. <u>Classification: Number of Units Acceptable for Salary Classification:</u>

(1) Summer Session

The school may accept any number of units up to the maximum load allowed by the institution attended.

(2) Academic Year

With the written authorization of the Principal, the school may accept up to six (6) semester or quarter units for one semester or quarter and a total of twelve (12) semester units during two semesters or eighteen (18) quarter units during three quarters.

(3) Credential Requirements

A teacher will advance to Class C or D only if he/she possesses a currently valid California secondary credential, or a Master's Degree. The teacher shall maintain his/her California secondary credentials in effect for the duration of his/her employment.

C. Units Earned

These units must be in an accredited college or university in courses that are (1) applicable to a formal degree or credential program of the institution; and (2) directly related to the school's instructional, counseling and guidance, administrative or extracurricular program. Courses not clearly meeting one of these criteria should be referred to the Principal for written approval before the course is taken.

D. Initial Placement

(1) Credit for Service

Credit for service in other schools may be given at one step for each year of satisfactory full-time teaching in an accredited public or private school.

(2) Highest initial placement:

Step 4 in Class A.

Step 6 in Class B.

Step 8 in Class C.

Step 10 in Class D.

(3) Service Credit

Full service credit should be given in exception to Subsection (2), above, to those who have served as teachers in high schools subject to this collective bargaining agreement or within high schools conducted by the same religious community.

E. Definition of School Year

A complete school year for salary increment purposes shall be credited if the teacher has worked at least 75% of the required days for a school year. Absence for any cause shall be considered as time not worked.

F. Advancement

Teachers may be permitted to advance in both Step and Class in the same year, but may advance only one Step in any one school year. The anniversary date for advancement on the salary schedule for those teachers who began full time teaching during the fall semester shall be September 1 of the next school year. For those teachers who begin teaching during the spring semester, the anniversary date for advancement on the salary schedule shall be September 1 of the next school year following their first full school year of teaching.

G. <u>Longevity Bonus</u>

(1) Three Years

Any credentialed teacher, or teacher with Section 19 <u>Archdiocesan Secondary</u> <u>Religion Certification</u>, who has been continuously employed at the top Step of Class D for three (3) years shall receive an Annual Bonus according to the Lay Teacher Salary Scale in Section 17 of this contract.

(2) Six Years

Any credentialed teacher, or teacher with Section 19 <u>Archdiocesan Secondary</u> <u>Religion Certification</u>, who has been continuously employed at the top Step of Class D for six (6) years shall receive an Annual Bonus according to the Lay Teacher Salary Scale in Section 17 of this contract.

(3) Ten Years

Any credentialed teacher, or teacher with Section 19 <u>Archdiocesan Secondary</u> <u>Religion Certification</u>, who has been continuously employed at the top Step of Class D for ten (10) years shall receive an Annual Bonus according to the Lay Teacher Salary Scale in Section 17 of this contract.

(4) Grandfather Clause

In exception to the above, any non-credentialed teacher in Class D as of September 1, 1998, will be eligible for Longevity Bonuses.

19. Archdiocesan Secondary Religion Certification Equivalent

Archdiocesan Secondary Religion Certification is the equivalent of a California Teaching Credential for all contractual purposes and may be used in lieu of a state credential for teachers with a degree in Theology or in a related field. Upon certification, the Religion teacher will be eligible for progression in class, the degree bonus, the longevity bonuses and any other benefits that may be applicable to teachers with a credential. A teacher may receive Archdiocesan Secondary Religion Certification as follows:

A. <u>Attaining Archdiocesan Secondary Religion Certification</u>

(1) Teacher was hired on or before the 2001-02 school year with a Master's degree in Theology or related field.

Certification is automatic.

(2) Teacher was hired on or after the 2002-03 school year with a Master's degree in Theology or related field.

The teacher must complete:

- (a) two (2) approved courses (six (6) approved semester units, or their equivalent) dealing with pedagogy approved by the Principal in consultation with the Department Chairperson.
- (b) three (3) years of teaching experience.

(3) Uncertified Religion teachers with a bachelor degree.

The teacher much complete:

- (a) a Masters degree in Theology or related field.
- (b) two (2) approved courses (six (6) approved semester units, or their equivalent) dealing with pedagogy approved by the Principal in consultation with the Department Chairperson.
- (c) three (3) years teaching experience at a school covered by this contract.

B. <u>Accredited Colleges, Graduate Level Classes</u>

Classes chosen should be from accredited colleges or universities and should be pedagogical or directly related to the teacher's school responsibilities. Generally, a teacher should choose graduate level classes. The principal may propose an equivalent plan in lieu of the coursework demanded for the satisfaction of the three (3) approved semester units during each three (3) year period up until class C, Step 14.

C. <u>Maintaining Degree Bonus</u>

After attaining Class C, Step 14, the teacher would maintain eligibility for his/her degree bonus by following the same procedures as any other teacher with a Master's Degree as outlined above in 18B(3) *Credential Requirements*.

D. <u>Degree Bonus Contingency "C"</u>

Degree bonus is contingent on the Religion teacher being in the C column.

E. <u>Form Completion Requirements</u>

The form "Archdiocesan Secondary Religion Certification Equivalent" (see Figure 9 in Appendix) must be completed and on file no later than September 1, as described in 18F **Advancement**.

20. Supplemental Positions

A. In addition to duties

The Principal and teacher may agree that the teacher shall assume one or more Supplemental Positions in addition to his/her normal full-time duties. Such Supplemental Positions shall:

(1) Instructional

Be instructional in nature, either involving direct student contact or supervision of instruction, or

(2) Liaison

Provide liaison between the adult school community and the School.

B. <u>Designated in Writing</u>

Supplemental Positions shall be officially designated in writing by the Principal and the list of all such positions and applicable job descriptions shall be made available to the faculty.

C. <u>Application Availability</u>

By April 15, a list of Supplemental Positions which are unfilled for next academic year and applicable job descriptions will be made available to the faculty. Any member of the faculty desiring to be considered for an unfilled Supplemental Position immediately shall notify the Principal in writing.

(1) Applicant Lists

A list of faculty members who express an interest in being considered for any of the posted supplemental positions shall be retained by the high school administration.

(2) Filling Positions

Supplemental Positions shall be filled according to the teacher's interest in, qualifications for, and competency to fulfill the duties listed in the job description.

D. <u>Supplemental Salary Scale</u>

Effective August 1, 2011, supplemental salaries shall be based on the following schedule:

	I	II	III	IV	V	VI	VII
2011-12	\$5,219	\$4,026	\$3,133	\$2,498	\$1,975	\$1,641	\$1,120
2012-13	\$5,219	\$4,026	\$3,133	\$2,498	\$1,975	\$1,641	\$1,120
2013-14	\$5,219	\$4,026	\$3,133	\$2,498	\$1,975	\$1,641	\$1,120

E. <u>Placement on Schedule</u>

Placement on the schedule of each Supplemental Position, including any position for which there has been a material change in duties, shall be established by the Principal. If the Union disagrees with such placement within ten (10) school days after being advised by the Principal, or his/her designee, of the intended placement, a temporary joint committee composed of an administrative representative selected by the Principal and a faculty representative selected by the Union shall be created. Such

representatives must be employed at the high school for which the placement is to be designated. If the committee is unable to agree on the placement of the position within ten (10) school days after meeting to decide placement, an additional member shall be selected by those representatives within ten (10) school days from among administration or faculty of the high school.

F. <u>Department Chairperson</u>

Those qualifying as Department Chairperson are the heads of the major academic departments as designated by the Principal. Said departments must be comprised of a minimum equivalent of two (2) full-time teachers. The Department Chairperson is delegated the responsibility of administering his/her department in accordance with the school policies and procedures and in accordance with the procedures established by the administration to which he/she is accountable. In the selection of a Department Chairperson, the Principals shall consider the evaluation of the Chairperson's performance, which evaluation is to be conducted annually, as well as the recommendation of the members of the department.

G. Supervision Period

The Department Chairperson will be given a period to be used for supervision if the department is comprised of a minimum equivalent of four (4) full-time teachers.

H. <u>Department Administration</u>

The Department Chairperson is responsible for the administration of his/her department in order to maximize student learning and to guide the professional growth and department members. Collaborating with the department members, the chairperson animates a departmental vision based on the school's philosophy, mission and Expected School-wide Learning Results (ESLRs). In addition, the chairperson facilitates the evaluation and formulation of curriculum, encourages sound teaching practices, and helps with the selection of resources. As department leader, the chairperson seeks to build consensus and foster collegiality by soliciting feedback, encouraging dialogue, and promoting individual leadership within the department. As a liaison between the department and the school administration, the chairperson provides input regarding teaching effectiveness and student achievement.

(1) Responsibilities of the Department Chairperson

In consultation with department members and appropriate administrators, the Department Chairperson:

1. formulates department outcomes consistent with the school's philosophy and ESLRs;

- 2. evaluates, updates and formulates course outcomes;
- 3. monitors progress of student learning;
- 4. selects, maintains and distributes instructional materials;
- 5. assists and advises teachers with class preparation and teaching;
- 6. proposes and manages the department budget;
- 7. facilitates monthly department meetings;
- 8. coordinates student awards when appropriate;
- 9. collaborates on student placement in appropriate courses (e.g., Honors, Advanced Placement, remedial, etc.);
- 10. encourages professional growth;
- 11. serves on the school's academic board;
- 12. submits advice on hiring and placing teachers within the department;
- 13. assists probationary teachers to ensure the criteria are understood, accepted and implemented;
- 14. assists tenured teachers in creating and implementing professional growth plans; and
- 15. supervises and observes department members to maximize student achievement.

21. Payment of Salaries:

A. <u>Twelve Installments</u>

All employees covered by this agreement will be paid in twelve (12) equal monthly installments covering the months of August through the subsequent July.

B. <u>Severance Payment</u>

If a lay teacher has quit, or his/her employment has been terminated, he/she shall receive a lump sum payment at the time of severance equal to the remaining salary to which he/she is entitled. In this regard, a teacher who serves less than a full school year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of working days he/she serves bears to the total number of working days plus institutes in the annual school term and any other day the teacher is required to be present.

C. <u>Supplementary Salary</u>

The supplementary salary shall be paid to the lay teacher in the same manner as the regular salary as provided in Section 21A <u>Twelve Installments</u>.

22. <u>Continuing Education.</u>

A. Credential Maintenance

All teachers with California secondary credentials must maintain those credentials in effect. Any teacher who does not maintain such credentials shall be subject to salary adjustment and/or disciplinary action.

B. <u>Annual Degree Bonus.</u>

(1) Masters

Any credentialed teacher, or Archdiocese certified Religion teacher, who is hired with or obtains during his/her employment by the Employer one or more Master's Degrees in an approved program of study shall receive an Annual Degree Bonus of Two Thousand Six Hundred Fifty Seven (\$2,657.00) in 2010-11. The Annual Degree Bonus for School Year 2010-11 will stay in effect for School Years 2011-12, 2012-13 and 2013-14. Faculty teaching other than a FT teaching load will receive a pro-rated Masters Bonus.

(2) Doctorate

Any credentialed teacher, or Archdiocese certified Religion teacher, who is hired with or obtains during his/her employment by the Employer a Doctorate Degree in an approved program of study shall receive an Annual Degree Bonus of Three Thousand One Hundred Eighty Eight (\$3,188.00) in 2010-11. The Annual Degree Bonus for School Year 2010-11 will stay in effect for School Years 2011-12, 2012-13 and 2013-14. Faculty teaching other than a FT teaching load will receive a pro-rated Doctorate Bonus.

(3) *Masters and Doctorate*

Any credentialed teacher who is hired with or obtains during his/her employment by the Employer both a Master's Degree and a Doctorate Degree shall receive the Doctorate Degree bonus. Faculty teaching other than a FT teaching load will receive a pro-rated Bonus.

(4) Salary Schedules

Effective August 1, 2011, Degree Bonuses shall be based on the following schedule:

Degree Bonuses	Masters Degree	Doctorate Degree
	Bonus	Bonus
2011-12	\$2,657	\$3,188
2012-13	\$2,657	\$3,188
2013-14	\$2,657	\$3,188

23. Sick Leave:

A. <u>Sick Leave Earning Rate</u>

Full time teachers shall earn sick leave with full pay at the rate of one (1) day per month to a maximum of ten (10) days during that school year. The teacher may use all or a portion of such sick leave for a bona fide illness at any time during the school year. In the event that a teacher fails to work the entire school year and has been paid for more sick leave days than the number of such days actually earned, a deduction will be made from the final paycheck in an amount equal to one day's pay for each unearned day of sick leave for which the teacher was paid.

B. Unused Sick Leave

Effective September 1, 1986, all unused sick leave shall be cumulative up to a maximum of twenty (20) days and shall be in addition to the annual sick leave as provided above.

C. Verification of Illness

Full-time teachers who are absent because of illness for five (5) consecutive days or more shall submit to the Principal a statement from a physician verifying the fact of illness. Such statement shall describe the nature of the illness and specify that the teacher was absent because of the illness. Where a full-time teacher is absent for less than five (5) days and is replaced by a substitute teacher hired for replacement, the Principal, at his/her discretion, may also require a teacher to provide a statement from a physician setting forth the above information. In the event that a teacher is absent because of illness for thirty (30) calendar days or more, such teacher shall submit a written release signed by a physician stating that the teacher may return to service.

24. <u>Leaves of Absence:</u>

Leaves of absence not specifically referred to in this Agreement (e.g., medical leaves, and other leaves specified in the Family Medical Leave Act, bereavement leaves, etc.) are available to employees covered by this Agreement according to policies and procedures of the Roman Catholic Archbishop of San Francisco, A Corporation Sole Corporation. These policies and procedures shall be available to employees on request from the Principal or his/her designated administrator.

A. <u>Leaves of Absence without Pay</u>

(1) Intention to Return

A teacher who does not intend to return to his/her teaching position for any reason for the following school year must notify the Principal of the school, in writing,

not later than April 15 prior to the start of the following school year. If the school fails to discharge the teacher by April 30, the Archdiocese assumes responsibility for continued re-employment for the ensuing school year.

(2) Voluntary Withdrawal

A teacher who voluntarily withdraws from the faculty of the school in order to seek employment elsewhere surrenders his or her status as a tenured teacher at that time.

(3) Submitted in Writing

Requests for leaves of absence without pay for any reason other than illness, maternity or an emergency for the fall semester or for a school year must be submitted in writing to the Principal on or before April 1 of the previous school year. Requests for such leaves for the spring semester must be submitted before November 1, of the school year in which the leave is to be effective. The requests shall specify the reason for the leave, duration of time, etc.

(a) Individual Merits

Requests of teachers for leaves of absence shall be considered on their individual merits and circumstances and the determination of whether or not requests shall be granted rests in the discretion of the Principal with approval of the Superintendent of Schools.

(b) One Year Limit

Leaves of absence for the purposes set forth above shall not exceed the time specified in the authorization and shall in no event exceed one (1) year.

(c) Other Employment

If a teacher accepts full-time employment during an authorized leave of absence the authorized leave may be cancelled and said teacher may be considered to have terminated his/her employment and any rights to employment that may have existed. It is specifically understood, in exception to the above, that a teacher may accept full-time employment if such employment is directly related to the school's instructional, counseling and guidance, administrative or extracurricular program and written authorization has been obtained in advance from the Superintendent of Schools.

(d) Notification Dates

Teachers who are granted leaves of absence for a school year must notify the Principal by April 1, of their intention to return to a regular position at the beginning of the school year following the termination of their leaves.

Teachers who are granted leaves of absence for one semester or less must notify the Principal at least four weeks prior to the end of the leave of their intention to return to a regular position.

Failure to observe notification dates may be construed by the school as a resignation effective as of the notification date.

(e) Returning Status

Teachers given permission for a pre-arranged leave of absence will return to the school with the same status that was held upon leaving.

(4) Armed Forces

If a teacher is drafted into the Armed Forces of the country at any time, he/she may return to his employment at the school upon discharge from the service, and he/she shall assume the status he held at the time he/she was drafted.

B. Special Leaves of Absences

(1) Special Job-Sharing Leave of Absence.

(a) Position Sharing

Two full-time teachers who have been in regular employment for at least four (4) years under this Agreement may request a special leave of absence to share a single full-time position. Such sharing may be, but is not limited to, sharing a single position for one semester each.

(b) Pro-Ration of Salary

Salary for teachers granted a special job-sharing leave of absence described in Section 24B(1)(a) **Position Sharing** shall be a pro-rated amount of the full-time salary the teacher would have received in the same proportion the teacher's reduced workload bears to a full-time assignment. In cases that two teachers share a position for one semester each, the pro-rated salary shall be paid over twelve (12) months.

(2) Special Reduced Workload Leave of Absence.

(a) Reduced Workload

A full-time teacher who has been in full-time service for four (4) years under this Agreement may request a special leave of absence to assume a reduced workload assignment. Minimum reduced workload for purposes of this leave of absence is three-fifths (3/5ths) of the full-time employment.

(b) Compensation

Salary for a teacher granted a special reduced workload leave of absence described in Section 24B(2)(a) **Reduced Workload** shall be a pro-rated amount of the

full-time salary the teacher would have received in the same proportion the teacher's reduced workload bears to a full-time assignment.

(3) Special Reduced Workload Leave of Absence to Assume a Non-Teaching Position.

(a) Reduced Workload

A full-time teacher covered by the Collective Bargaining Agreement may request a special leave of absence to assume a reduced teaching, counseling or librarian assignment in order to allow him/her to assume a non-teaching position described under "others in non-teaching positions" in Section 24B(6)(b) **Overall Teaching Workforce Availability** in lieu of some teaching, counseling or librarian responsibilities. The minimum reduced teaching, counseling or librarian workload for purposes of this leave of absence is three-fifths (3/5) of full-time employment.

(b) Compensation

In the case of Special Reduced Workload Leave of Absence to Assume a Non-Teaching Position described in Section 24B(3)(a) **Reduced Workload**, where the employee continues in full-time employment, compensation will be equal to that of a full-time teacher in the same Step and Class plus appropriate Degree and Longevity Bonuses.

(4) Requests for Special Leaves of Absence.

(a) Submitted in Writing

Requests for special leaves of absence must be submitted in writing to each participating teacher's Principal by April 1 of the year preceding the school year for which the request is made. Requests for special job-sharing leave of absence shall include a plan describing the specific division of duties between the two participating teachers; i.e., teaching responsibilities, scheduling, substitution responsibilities, attendance at staff meetings, attendance at required in-service programs, supervision responsibilities, parent conference responsibilities, etc.

(5) Proportional Responsibilities.

Normally, responsibilities of each teacher granted a special leave of absence shall be proportional to the percentage of time he or she works.

(6) Consideration of Requests for Special Leaves of Absence.

(a) Individual Merits

Requests for special leaves of absence shall be considered on their individual merits in consideration of the needs of the school. Determination of whether or not requests shall be granted rests in the exclusive discretion of the Principal with the approval of the Superintendent of Schools.

(b) Overall Teaching Workforce Availability

In the case of Special Reduced Workload Leave of Absence to Assume a Non-Teaching Position, determination of whether the request shall be granted shall also be dependent upon the following conditions: in each Archdiocesan high school, the total number of periods assigned to teachers to fill non-teaching jobs shall not exceed six (6). The Principal shall consult with the local Union Representatives to determine non-teaching positions prior to approving such leaves. It is to be understood that these non-teaching positions ordinarily shall be made available to all faculty. Additional periods may be agreed by the school administration and the Union representatives at the school.

(7) Benefits

(a) Eligibility

Eligibility for health benefits as provided in Section 15 **Health Coverage** of this Agreement shall remain a minimum of twenty (20) hours per week for teachers on approved special leaves of absence described in Section 24B **Special Leaves of Absences**.

(b) Health Benefit Exception

In exception to Section 24B(7)(a) **Eligibility**, health benefits will continue during the period of a Special Job-Sharing Leave of Absence where two teachers share a position for one semester each.

(c) Sick Leave

Sick leave shall be earned on a pro-rata basis in proportion to the percentage of time worked.

(d) Retirement Plan

Contribution to the Money Purchase Retirement Plan shall be calculated based on the pro-rata salary.

(8) Advancement.

Advancement on the salary scale for teachers granted special leaves of absence shall occur upon working the equivalent of a full year as defined in Section 18E **Definition of School Year** of this Agreement.

(9) Professional Development / Performance Evaluation.

Teachers granted special leaves of absence are subject to normal procedures for professional development and performance evaluation.

(10) Requests for Renewal of Special Leaves of Absence.

(a) Continuation Subject to Approval

Special leaves of absence described in Section 24 **Leaves of Absence** may be continued for a subsequent year upon written request submitted by participating

teachers to the Principal by April 1 and subject to the approval of the Principal and the Superintendent of Schools.

(b) Continuation Subject to Approval

Special Reduced Workload Leaves of Absence to Assume Non-Teaching Positions may be continued for each subsequent year upon approval of the Principal.

25. Personal Leaves With Pay

A full-time lay teacher shall be entitled to three (3) days of personal leave with pay during each school year. The Employer intends by this benefit to provide eligible teachers opportunities to deal with emergencies or other personal or family matters, which cannot be dealt with on non-working days. The Principal shall be notified at least two (2) full school days in advance of intended personal leave when the leave can be anticipated. Such leave shall be deducted from sick leave.

26. Sabbatical Leave of Absence With Pay

A full-time teacher who has been in regular employment of the Archdiocese for a period of seven (7) consecutive years (since the last sabbatical), may request a sabbatical leave of absence for a semester or for a full school year.

A. Limitation of Number of Teachers at Once

Although there is no specific limit on the number of teachers who may request and be granted leave of absence in any school year, the Superintendent of Schools may normally allow one (1) teacher in each school to be on sabbatical leave of absence per semester.

B. Benefit of School and Pupils

All sabbatical leaves shall be granted for the purpose of permitting certificated employees to study or travel for the benefit of the school and the pupils of the Archdiocese. Sabbatical leaves are intended to be for the benefit of the Archdiocese by improving skills needed within the Archdiocese.

C. Considerations prior to granting Sabbatical

In considering whether to grant a sabbatical leave for a semester, the Superintendent of Schools will consider, among other things, the potential disruption in the educational process as well as other administrative considerations.

D. <u>Application Procedure</u>

When requesting a sabbatical leave, the applicant shall submit a planned program of study or travel for the review of the Principal of the school in which the

applicant is serving. The Principal shall submit such application, together with his/her recommendations, to the Superintendent for approval.

(1) Definition of Purpose

The application must include a clear definition of the purpose(s) and statement of specific objective(s) to be attained from the sabbatical leave, and such purpose(s) and objective(s) must be consistent with policies for granting such leaves. The applicant for sabbatical leave must also clearly indicate in the written proposal how the achievements from the leave would or could be made available for the enrichment of the programs in applicant's school and/or in the Archdiocese.

(2) Travel Itinerary

An employee applying for sabbatical leave for travel shall submit an itinerary of the proposed travel as part of the applicant's written proposal, together with the objective(s) of the proposed travel.

(3) Academic Units

An employee applying for a sabbatical leave for study shall agree to complete and receive credit with a pass or passing grade on at least eighteen (18) semester units of academic work during the sabbatical year, not less than eight (8) semester units of which shall be completed during each semester while on leave. These courses shall be exclusive of correspondence courses. If approved, a special project or research problem may be substituted for the unit requirement.

(4) One Year Prior Filing Deadline

The written proposal for sabbatical leave, with the Principal's recommendations, shall be filed with the Personnel Office of the Department of Catholic Schools no later than December 1 of the school year prior to the school year in which the sabbatical leave is to be taken. Applications filed after this date may be denied consideration for this reason alone.

(5) No Adverse Impact

A teacher requesting a sabbatical leave for a semester shall include in his/her written request a detailed explanation of why the sabbatical leave of absence will not adversely impact the educational program for the school year in which the sabbatical leave is requested.

E. <u>Criteria for Approval</u>

The following general criteria shall be used in evaluating applications for sabbatical leave:

(1) Skill Improvement

The highest priority shall be assigned to applicants preparing to improve skills for added teaching diversification.

(2) Value to School and Pupils

The next highest priority will be assigned to applications possessing high relative value to the school and/or the pupils of the Archdiocese.

(3) Seniority

The next highest priority shall be granted to applications from applicants with greater seniority in the Archdiocese.

(4) Application Years Pending

The number of years since the applicant's last sabbatical leave shall next affect priority.

(5) Superintendent Review

In those cases in which the Principal and the Superintendent shall still not be able to assign separate priorities on the basis of the information available on the written applications, the Principal and Superintendent may interview any or all applicants involved before granting approval.

F. <u>Commencing with Semester</u>

Sabbatical leaves of absence shall begin with the beginning of the semester only, unless otherwise approved by the Superintendent for the good of the school.

G. <u>Compensation</u>

A teacher granted a sabbatical leave of absence shall receive the greater of:

(1) Salary minus Replacement Salary

His/her salary (exclusive of Supplemental Salary and benefits) for the period minus the salary and benefits for the replacement; or

(2) 40% of Salary

Forty percent (40%) of his/her full-time salary (exclusive of Supplemental Salary). Leave payment will be made in monthly installments during the leave.

H. Benefits

Archdiocesan employee benefits will continue as though the person were on regular service.

I. Other Compensation

Scholarships and fellowships, tuition grants, and other stipends are acceptable income for an individual on sabbatical leave of absence. Part-time employment relating

to the purpose(s) of the leave shall be permitted. However, no one on sabbatical leave of absence may secure full-time employment and retain his/her sabbatical salary from the Archdiocese.

J. <u>Upon Completion of the Sabbatical Leave:</u>

(1) Evidence of Study Completion

Employees granted a sabbatical leave for study shall submit, within sixty (60) days of the employee's return to duty, official transcripts or other evidence of completion of study.

(2) Comprehensive Report

Employees granted a sabbatical leave for travel shall submit, within sixty (60) days of return to service, a comprehensive report of their activities to the Principal and Superintendent, together with description or other verification of the travel taken.

(3) Service Period upon Return

Employees completing a sabbatical leave shall agree in writing to render a period of service in the Archdiocese upon return from leave which is equal to twice the period of the leave. Failure to comply with this provision allows the Archdiocese to immediately seek judicial redress without exhausting administrative remedies.

27. Jury Duty:

If a written request submitted by a teacher to the court and/or jury commissioner to have jury duty either (l) waived or (2) postponed to a time when school is not in session is denied, and the teacher is required to report for jury duty, the employee shall receive his/her regular salary less the amount received for jury duty. A copy of the written request shall be filed with the school Principal within three (3) days of the first notice to the employee of his/her obligation to serve on jury duty. This benefit does not apply to those who do not request that jury duty either be waived or postponed.

28. Deductions

All teachers covered by this Collective Bargaining Agreement have the right to join or not to join the San Francisco Archdiocesan Federation of Teachers. Those teachers wishing to have monies deducted from their paychecks for the San Francisco Archdiocesan Federation of Teachers may do so. Said monies shall be deducted from each teacher's paycheck as provided in a written authorization (in a form acceptable to the parties) submitted to the Department of Catholic Schools.

29. Term of Agreement:

A. <u>Time Frame of Agreement</u>

The term of this Agreement shall be from August 1, 2011 to and including July 31, 2014, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by the Union (or subsequent collective bargaining representative) or the Employer upon the other at least sixty (60) days prior to the date of expiration.

B. Continuing Agreement

Where no such cancellation or termination notice is served and the parties desire to continue the Agreement in effect but also desire to negotiate changes or revisions, said party may serve upon the other a notice at least sixty (60) days prior to July 31, 2014, or July 31 of any subsequent contract year, advising that such party desires to revise or change the term and conditions of such Agreement.

C. No Strike / Lockout

Where notice is given as provided in 29B Continuing Agreement above, the collective bargaining agreement shall continue in effect past July 31, 2014. No party shall be permitted to engage in any strike, picketing, or lockout unless the negotiations have reached a bona fide impasse after July 31, 2014.

30. Compliance With Applicable Law

Any provision of this Agreement that is contrary to applicable law shall not apply.

IV.	EXECUTION			
	Executed on this	8th day of	June	, 20// in San Francisco
Califo	omia		0	

THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE

THE SAN FRANCISCO ARCHDIOCESAN FEDERATION OF TEACHERS, LOCAL 2240, AMERICAN FEDERATION TEACHERS, AFL-CIO

By MacAlla Hulliglex By President President

2011-14 CBA

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TENURE AGREEMENT

I. DEFINITIONS

- A. <u>Tenure</u> Tenure is the status given personnel that continuing employment shall remain in effect subject to all the terms and conditions herein contained, so long as service rendered remains satisfactory.
- B. <u>Tenured Teacher</u> All teachers currently holding status as tenured teachers shall continue to hold that status subject to the terms of this Tenure Agreement.
- 1. A teacher shall have tenure in the system upon the occurrence of the following two events:
- a. The rehiring of the teacher by the Archdiocesan School System for service within the school/school system after that teacher has completed three (3) consecutive school years as a full-time teacher in one school.
- b. The granting to the teacher of a Secondary Teaching Credential by the State of California, or a Master's Degree in an approved field of study. (This Credential or Degree must be filed in the Principal's office of the teacher's school by September 15 of the school year in which tenure is to become effective.)
- 2. Those who have tenure in their respective schools will automatically have it in the system.
- C. <u>Probationary Teacher</u> All other full-time teachers shall be probationary teachers except those classified as part-time, short-term, or substitute teachers.

II. TERMS AND CONDITIONS OF SATISFACTORY SERVICE

A. Criteria for Teacher Performance Evaluation

The teacher in a Catholic school expresses himself or herself and acts according to the Christian values of charity, justice and service to students, parents, staff and all to whom he or she is responsible. This list of expectations is meant to provide guidance for all professional staff members in the Archdiocesan high schools and to amplify the

"Terms and Conditions of Satisfactory Performance" contained in the Tenure Agreement of the Collective Bargaining Agreement.

PROFESSIONAL RESPONSIBILITIES

Model in word and action a belief in or support of Catholic values and best professional practices that reflect the school's philosophy, mission statement, ESLRs, policies and guidelines.

Building Community

Teachers will...

- 1. Cooperate with activities designed to develop and strengthen the school's Faith Community in and beyond the classroom.
- 2. Cooperate with activities designed to put into practice the school's mission and philosophy.
- 3. Promote positive working relationships among all in the school community, sharing the responsibility to create a spirit of mutual respect, friendliness, cooperation and tact.

Upholding Policies and Achieving

Teachers will . . .

ESLRs and Outcomes

- 1. Uphold Archdiocesan and local school policies as expressed in the teacher handbook.
- 2. Collaborate with the school community to promote achievement of Expected Schoolwide Learning Results and, within departments, to achieve student outcomes.

EXHIBIT A

3. Collaborate with parents to promote their students' achievement by maintaining open lines of communication as defined by specific school policy.

Collaborating in Professional Practice and Events

Teachers will . . .

- 1. Collaborate with colleagues to implement and assess professional practice.
- 2. Serve the broader educational community through participation in school and Archdiocesan events.
- 3. Demonstrate a commitment to life-long learning by pursuing professional growth opportunities such as graduate level study, attendance at conferences and workshops, and/or professionally related travel.
- 4. Maintain membership in professional organizations supportive of the teaching profession.

TEACHING

Facilitate student learning by maintaining an up-to-date knowledge of content, articulating clear expectations, and using effective methods.

Demonstrating and Employing

Teachers will . . .

Knowledge of Subject Matter

- 1. Teach lessons that demonstrate understanding of their subject matter and the school's educational goals.
- 2. Reinforce essential skills, ideas, and knowledge taught in other subject areas as appropriate.

Facilitating Meaningful Activities
To Engage All Students In Learning

Teachers will . . .

- 1. Use a variety of teaching activities, techniques and materials, including appropriate educational technology to assist student achievement.
- 2. Pose questions, facilitate discussions, and challenge students to connect their learning and the subject matter to their life experiences.
- 3. Encourage students to think creatively and to apply higher order skills, including analysis, synthesis and evaluation.

EXHIBIT A

- 4. Adjust teaching techniques to respond to differing levels of student understanding and differing learning styles and needs per school policy.
- 5. Accommodate students who have special learning needs as verified by the school.

Implementing Useful, Authentic Assessment

Teachers will . . .

- 1. Implement and communicate grading and assessment policies, consistent with school guidelines, to provide accurate, timely, specific, and constructive feedback about student performance.
- Implement varied assessments that challenge students to demonstrate mastery of both skills and content.
- 3. Grade assignments and use assessments to help students understand how well they have achieved the essential work of the course.

Encouraging Productive

Teachers will . . .

Communication and Feedback

1. Clearly communicate to students and parents the expected learning results of the course and the methods used to assess student learning.

2. Maintain complete and accurate student records and report these records as required by school guidelines.

LEARNING ENVIRONMENT

Provide a classroom environment that academically, aesthetically and socially promotes learning and manifests Catholic principles, particularly faith, hope, charity and service.

Establishing a Positive Learning

Teachers will . . .

Environment

- 1. Establish a culture of learning that rewards student curiosity, encourages academic risktaking, inspires active engagement in class, and ensures that students and teacher share responsibility for achievement.
- 2. Respect the learning potential in every student and communicate that respect in word and action.
- 3. Help promote friendliness, helpfulness, integrity, tolerance, mutual respect, and collaboration among students.

Establishing a Rapport with

Teachers will...

Students

1. Seek and use information about students appropriately to best serve their educational needs.

EXHIBIT A

2. Set a tone in class that invites positive interaction with students both in and beyond the classroom while honoring professional boundaries.

Establishing and Maintaining
Standards for Student Behavior

Teachers will...

- 1. Deal promptly and professionally with problems that may surface in the classroom.
- 2. Encourage student respect for property and school rules and model such behavior.
- 3. Communicate classroom procedures and practices to students and their parents.
- 4. Adopt procedures, rules, and behavioral expectations that promote respect, motivate learning in the classroom, and promote their ownership by students.

PLANNING, PREPARATION & PROCEDURES

In accord with school and departmental policies and guidelines, and in frequent collaboration with colleagues, plan, prepare and implement an approach to curriculum that promotes student learning.

Engaging All Students in Learning

Teachers will . . .

- 1. Connect teaching to student knowledge, life experiences, and interests to achieve learning outcomes.
- 2. Implement strategies and design assessments that take into account the differing learning styles of their students.
- 3. Design individual and group learning activities that enhance student engagement.
- 4. Use student feedback and assessments to adjust lesson planning.

Planning Curriculum and Assessing Student Learning

Teachers will . . .

- 1. Collaborate with teachers of the same or similar classes to ensure that all students have the opportunity to achieve common outcomes.
- 2. Develop and sequence learning activities in accord with departmental and course scope and sequence.
- 3. Develop course, unit and lesson plans consistent with the expected school-wide learning results and departmental learning outcomes.

4. Prepare course outlines and syllabi that clearly communicate the expected learning results.

Designing Learning Outcomes

Teachers will . . .

- 1. Design lessons that demonstrate an understanding of "best practices" and contemporary theory about how students learn.
- 2. Design lessons that require the use of the full range of thinking skills, including knowledge, comprehension, application, analysis, synthesis, and evaluation.

B. <u>The Probationary Teacher</u>.

- 1. The Principal at any time during the school year may terminate or suspend a probationary teacher if in the absolute discretion of the Principal he/she determines that the teacher is not performing satisfactorily. Disputes concerning the application of this provision are subject to Section 12 of the Collective Bargaining Agreement.
- 2. Nothing herein shall be construed to restrict the Principal's right to terminate the services of a probationary lay teacher at any time because of a decrease in enrollment or reduction in staff.
- 3. The Principal shall have absolute discretion at the end of the first and second year of teaching to re-employ or not to re-employ a probationary teacher, and such teacher shall have no right to any hearing or appeal of this determination. The Principal will base his/her decision upon the teacher's evaluation in accordance with Section III of the Tenure Agreement. In the event the Principal determines that the teacher is not to be re-employed at the end of the first or second year of teaching, he/she must notify the said teacher of his/her decision, in writing, by April 1.

- 4. The Principal shall have absolute discretion at the end of the third year of teaching to re-employ or not to re-employ a probationary teacher and will base his/her decision upon the evaluation of the teacher in accordance with Section III of the Tenure Agreement.
- a. If the Principal determines that a teacher is not to be re-employed at the end of the third year of teaching, the said teacher must be so notified in writing by March 15.
- b. The teacher shall have, upon written request given to the Principal within fifteen (15) school days of receipt of the notice of non-employment, the right to a hearing as described below.
- (1) It is specifically agreed by the parties that if notice of non-reemployment is not given by March 15, the teacher is deemed to be--and shall be--reemployed for the ensuing school year.
- (2) If, after notice of non-reemployment, the teacher does not file a request for hearing within fifteen (15) school days, the decision of non-reemployment shall be final and binding on the parties.
- 5. If a hearing is requested, it shall commence by April 15, and shall be conducted by a panel consisting of three (3) members: One member selected by the Principal; one by the teacher, and a third mutually agreeable to both the Principal and the teacher. The third member shall serve as Chairman of the panel. All three (3) members shall be members of the staff of the school in which the teacher is employed.
- a. If there is disagreement on the third member of the panel, that third panel member shall be selected from a list of eight (8) educators from a School of Education at a college or university in the San Francisco Bay Area. Four persons on this list shall be submitted by the Union, and four persons shall be submitted by the Department of Catholic Schools. Selection of the third panel member shall be made by the method of alternate striking.
- b. All sessions of the hearing shall be closed to everyone except the participants.

EXHIBIT A

- c. Any votes taken shall be confidential, only the final decision being made public.
- d. If the decision of the panel upholds the termination of employment for the teacher concerned, such teacher shall have no right to any additional hearing or appeal of this determination.
- e. If the decision of the panel does not uphold the termination of employment, such teacher must be reinstated for an additional year that still will be considered probationary.

C. <u>The Tenured Teacher</u>.

1. <u>Status and Evaluation</u>

- a. Upon successful completion of the required probationary period and fulfillment of the already stated requirements, each teacher shall be granted status as a tenured teacher.
- b. In order to provide a means of fostering the teacher's continued professional growth, he/she shall be subject to evaluation by administrators and co-workers on a regular basis (<u>Administrative Handbook</u>, Section 4117.2) in accordance with Section III of the Tenure Agreement. Evaluation should be looked upon as a positive element in the maturation of the Christian educator.

2. <u>Suspension of Tenured Teachers</u>

- a. If, in the judgment of the Principal and the Superintendent (or his/her delegate), a case is serious enough to merit immediate attention, the Principal of the school may suspend a tenured teacher from his/her duties.
- b. Written charges must be presented to the teacher within twenty-four (24) hours of the notice of suspension.
- c. The Principal and the Superintendent (or his/her delegate) must mutually agree upon whether the suspension shall be with or without pay at the time the suspension is ordered.

d. Notice of suspension, hearing procedures, and panel decisions will be the same as those listed under Dismissal of Tenured Teachers.

3. <u>Dismissal Of Tenured Teachers</u>

- a. (1) A tenured teacher may be dismissed for serious and repeated deficiencies in his/her performance that have not been corrected after previous written warnings.
- (2) A written warning within the meaning of this subsection shall be any written notice of deficiency which includes a statement warning that any subsequent deficiency or misconduct may result in disciplinary action.
- b. A tenured teacher may also be dismissed if, in view of the gravity of the particular situation, the Principal of the school and the Superintendent

(or his/her delegate) judge that continued employment of the teacher in the school is detrimental to the school, to the students, or to the teacher himself/herself.

- c. A tenured teacher who has been dismissed shall be entitled to a hearing as follows:
- (1) A notice of dismissal, along with a list of written charges, shall be mailed to the teacher by registered mail. This must be done within twenty-four (24) hours of the first notice of dismissal.
- (2) The teacher may, within ten (10) school days of receipt of such notice, request a hearing to review the charges against him/her. This request must be mailed to the Principal by registered mail.
- (3) Should the teacher not request such a hearing the action of the Principal, as defined in the written notice, shall be automatic and not subject to further review proceedings.
- (4) Should the teacher request a hearing, it shall be held within ten (10) school days of the date of such request.
- (5) If a hearing is requested, it shall be conducted by a panel consisting of two (2) members chosen by the Superintendent of Schools (or

his/her delegate); two (2) members chosen by the Union; and a fifth member chosen by the aforementioned four (4) members who shall serve as the chairman.

(i) If agreement cannot be reached on this fifth panel member, he/she shall be selected from a list of eight (8) educators from a School of Education at a college or university in the San Francisco Bay Area. Four persons on this list shall be submitted by the Union, and four persons shall be submitted by the Department of Catholic Schools. Selection of the fifth panel member shall be made by the method of alternate striking.

- (ii) None of the members of the panel shall be employed by the school where the said teacher was employed.
 - d. The actual hearing shall be conducted as follows:
- (1) All sessions of the hearing shall be closed to everyone except participants.
- (2) The hearing need not be conducted according to technical rules relating to evidence and witnesses pertaining in judicial proceedings.
- (3) The panel chairman has the power to administer oaths and affirmations.
- (4) Oral evidence shall be taken only on oath or affirmation.
- (5) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to have an attorney present.
- (6) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
 - (7) Evidence by affidavit may be admitted.

- e. The panel may reach the following decisions:
 - (1) The teacher's contract shall be terminated.
- (2) The teacher shall be reinstated in his/her teaching position.
- (i) At the panel's discretion, the teacher's reinstatement may be governed by any conditions the panel wishes to impose.

III. EVALUATION AND PROFESSIONAL GROWTH

Philosophy

Because teachers are life-long learners, the evaluative tool of Archdiocesan schools will measure performance based on accepted standards of teaching (codified herein below in the "Criteria for Teacher Performance Evaluation") but more importantly, will serve as an impetus for growth. The general program of supervision of a school's professional staff should reflect a collaborative experience that is professionally enriching. Ultimately, the process should facilitate dialogue among colleagues and administrators to foster trust, professionalism, preparation, and collegiality so that growth naturally results.

The general program of supervision will include standard practices (Plan One and Plan Two noted below) tailored to serve the professional growth of probationary and tenured teachers respectively. In either case, the process concludes with an evaluation summary prepared under the direction of or by the school principal. The formal summary will be based upon products derived from plan one or plan two and data about each teacher's overall fulfillment of criteria for teacher performance and meeting the general expectations of the school and Archdiocese.

The "Criteria for Teacher Performance Evaluation" outlines broad expectations, both in and out of the classroom, for satisfactory professional performance. Gathered data that might prove pertinent to a formal summary evaluation may include documentation of comments and observations, both oral and written, of peers, teachers, parents, students and appropriate supervisory personnel, recorded in a form designed by the school, that relate to the Criteria for Teacher Performance Evaluation or as enunciated by the individual school to meet unique local goals. This data shall be shared with the teacher

in a timely manner as it becomes available to supervisors. The teacher shall have the same right of rebuttal to this documentation as noted below when considering formal observation reports. Documentation of data in a teacher's file must include pertinent dates and identity of sources.

Artifacts that substantiate the teacher's attempts to meet general criteria also constitute appropriate data for evaluating the teacher's overall performance. Teachers are encouraged to provide such artifacts in preparing for formal summary evaluations. Other mutually acceptable sources of information may include student or parent surveys, office verification of professional growth courses or workshops attended, etc.

Information of a derogatory nature shall not be used for disciplinary or evaluation purposes unless the facts alleged and parties involved have been disclosed and the teacher is given an opportunity to review such information, and to have attached to it his/her own comments thereon. Such rebuttal comments must be submitted for inclusion in the file within twenty (20) days of the teacher's reception of material in question.

- A. A summative evaluation of performance, based on the data gathered, shall be recorded for each teacher according to the procedures listed below.
- 1. All probationary teachers shall be formally evaluated annually. At least one (1) formal observation should be completed by the end of the first semester, and all formal observations shall be completed prior to the summative evaluation. Formal observations shall include areas of observed strengths and a plan for remediation of deficiencies that would be material to the teacher's continued employment. The evaluation instrument used shall be the Archdiocesan teacher Evaluation Summary Form, a sample of which is included in this Handbook, or an alternative form.
- 2. All tenured teachers shall be formally evaluated once every other year during the first six (6) years of tenured service. Those teachers who have completed six (6) years of tenured service and have consistently met performance criteria in all areas on the summative evaluation shall have a summative evaluation every third year.

3. The principal shall be responsible to see that all teachers for formally evaluated. The formal Teacher Evaluation Summary may be drafted collaboratively by an administrative committee selected by the principal. This committee will include, but not be limited to, those having responsibility for teacher supervision. (Normally, this would include administrative personnel assigned supervisory duties and the teacher's department chairperson.) The committee's draft will be advisory to the principal who has the discretion and final responsibility for the summative evaluation and its completion. The final Teacher Evaluation Summary shall be based upon and consistent with products generated from the Plan One or Plan Two processes elucidated below and other data (see above) as are pertinent to assessing the teacher's effectiveness in meeting the school's instructional, extracurricular, and general expectations. In completing the Teacher Evaluation Summary Form, the principal

and/or the committee may consult with the teacher's observers, students, peers, and supervisors.

- 4. The Evaluation Summary Form shall be completed in four (4) copies that shall have the same distribution as Observation Report Forms as noted below. The teacher shall have the same right of rebuttal to the Evaluation Summary as to the Observation Reports.
- 5. A conference between the teacher and evaluator shall be held after completion of the Evaluation Summary Form, the major purpose of which shall be to offer commendations and recommendations. The two parties might also consider apt plans for the future growth of the teacher based on recommendations of this summative evaluation. The Evaluation Summary Form shall be signed by both parties at this conference, or as soon after the conference as possible. Signatures shall indicate knowledge of the Summary, not necessarily agreement with its contents.
- B. Since the above procedures were designed primarily for classroom teachers, the evaluation process and instruments for counselors and librarians may be modified to meet the specific needs of these positions. While the above procedures should serve as a general model and relevant criteria should still apply, the local school administration, in consultation with members of those departments, should establish procedures, criteria and instruments more suited to assessing job performance in these areas.

C. <u>Plan One (Probationary Teachers)</u>

Overview

The Collective Bargaining Agreement generally identifies a teacher's first three years of employment as a "probationary" period. Plan One (Probationary Teachers) intends to provide clear direction for teachers in meeting the "Criteria for Teacher Performance Evaluation." In addition, the plan provides for both formative and evaluative feedback. The plan recognizes the need for support in the first years of teaching in the Archdiocese. As he/she advances through the probationary period, the Probationary Teacher will be able to identify and demonstrate a growing mastery of professional responsibilities outlined in the "Criteria for Teacher Performance Evaluation" ("Criteria").

To support Probationary Teachers in achieving competency as stated in the "Criteria," schools will provide an induction program at their site that addresses the following areas:

- 1. provides timely support to teachers in identifying standards, developing goals and creating portfolios
- 2. provides activities to integrate the teacher into the school culture
- 3. provides a forum for structured and informal feedback on teaching and achieving standards
- 4. identifies specific areas of professional development and support for teacher at the end of the year.

Purpose

- 1. To ensure that the criteria are understood, accepted and demonstrated
 - 2. To provide support in implementing the criteria
- 3. To provide accountability for decisions to continue employment

Method

Plan one includes identification of professional growth goals by the teacher and administration, the observation of teaching units, the collection of data in a portfolio, discussion of professional practice, and self-reflection by the teacher. The information gathered from these sources will be included in the summative evaluation and discussed with the teacher.

- 1. Goal Setting: The Probationary Teacher, in consultation with and approval of the administration, shall identify a limited number of performance goals oriented towards achieving standards outlined in the "Criteria." Verification of performance goals will be documented by the evidence compiled in the teacher portfolio.
 - a. Performance goals must include a specific plan to meet the goal and the criteria by which achieving the goal will be evaluated (**Figure 1: Annual Performance Goals- Probationary Teachers**).
 - b. Second and third year probationary teachers must address the recommendations from the year-end summative evaluation in years one and two.
 - c. Teachers will articulate a plan for achieving and verifying the goals.

2. Formal Observations

- a. Each Probationary Teacher shall have at least two (2) observers, one of whom is the Principal or a designated administrator who is qualified as an observer. The other observer shall be the teacher's department chairperson or, in the absence of a chairperson, another qualified observer designated by the principal.
- b. Probationary teachers shall be observed four(4) times. Two (2) observations shall occur in the context of a single teaching unit, resulting in one formal written observation report. This process will happen once during each semester. While teaching units vary widely, the intent of this procedure is to observe the sequence of teaching and learning toward a specific identified outcome.

EXHIBIT A

c. The requirement to observe a unit can be waived by the administration for first-year probationary teachers, or in the case of scheduling conflicts. In this case, the teacher would be observed on two separate occasions for each unit waived. In such a case, there will be a Formal Observation Report written for each separate observation.

The observations will include the following:

(1) Pre-observation – The observer will meet with the teacher to review the unit and lesson plans, the learning outcomes, the method(s) of assessment, relevant issues associated with the lesson, and the specific days of observation as per Figure 2 (**Pre-Observation Conference Form-Probationary Teachers**).

(2) Formal Observations – The observer(s) will observe at least 2 lessons in the context of the teaching unit. The observer will give the teacher informal feedback between the observations.

(3) Teacher self-reflection – The teacher will write a self-reflection on the unit as per Figure 3 (**Post-Observation Reflection Form-**Probationary **Teachers**). The teacher will bring the written Post-Observation Reflection Form to the post-observation conference as the starting point for the discussion. The teacher may include the self-reflection in the "Portfolio."

(4) Formal Observation Report – The observer will write an evaluation at the end of the unit, referencing elements of the "Criteria for Teacher Performance Evaluation" addressed in the lesson. This may include, but is not limited to, lesson preparation, observations of the unit, lesson handouts and assessments, and student feedback as per Figure 4 (Formal Observation Report Form—Probationary Teachers).

(5) Post observation Conference – The formal observation shall include a post-conference between the teacher and observer at which the observer shall be prepared to offer specific commendations as well as recommendations for improvement in areas where help is needed. The formal Observation Report Form shall be signed by both the teacher and observer at the post-conference, or as soon after the post-conference as possible.

(6) The Formal Observation Report Form shall be made out in four (4) copies: one copy shall be given to the teacher; one copy shall be retained by the observer, one copy shall be placed in the teacher's file maintained by the principal, and one copy shall be forwarded to the Department of Catholic Schools. Signatures on the Formal Observation Report Form indicate knowledge of the report, but not necessarily agreement with the contents.

(7) A teacher who wishes to object to any statement made in the observation report may do so by filling a written rebuttal within ten (10) school days. Such rebuttal shall be attached to all copies of the Formal Observation Report form.

3. Portfolio

a. The Probationary Teacher will submit a Portfolio documenting evidence in achieving the "Criteria for Teacher Performance Evaluation." This portfolio should be completed and turned into the principal or his/her designate by March 1. Portfolio completion, intended as a collection of teacher artifacts that would be completed in any case by professional teachers, will be supported by mentors, department chairs and/or other school personnel.

b. Documentation

(1) As part of the portfolio the supervisor may require the following materials: the course syllabus, scope and sequence, unit and lesson plans, lesson materials, grade-book, grading rubrics, methods of assessment, student work and communication with parents, and materials related to the criteria.

(2) The teacher is encouraged to include examples of student work, projects and activities, student feedback, and any other materials that the teacher deems relevant to the teaching "Criteria" (Reference **Figure 5: Professional Development Portfolio**). The teacher may include the written self-reflection in the Portfolio.

- (3) The Formal Observation Report Forms.
- (4) Information and resources provided by the school as a method of support in acquiring competency in the performance standards.
- 4. School Support The school will provide a 2-year induction program
 - to provide support to teachers in identifying and achieving criteria standards;
 - to provide activities to integrate the teacher into the school culture; and
 - to provide an ongoing forum for structured informal feedback on teaching
 - The summative evaluation, and the dialogue that accompanies it, will identify
 specific commendations and recommendations meant to support and guide the
 probationary teacher in his/her continued professional development.

D. Plan Two (Tenured Teachers)

Overview

Tenured teachers will take primary responsibility for generating, planning, and executing a process for their own professional development that will relate to the "Criteria for Teacher Performance Evaluation" (categorized as Responsibilities; Teaching; Learning Environment; and Planning, Preparation & Procedures – see below) and/or the implementation of department or school improvement initiatives. Such growth plans might also respond to recommendations in the teacher's last summative evaluation or to the teacher's self-reflections during his/her last summative evaluation dialogue.

These professional growth plans [templates and models attached], ideally initiated right after the conclusion of the prior summative evaluation conference, will be formulated, in dialogue with facilitators, by September 30th of the school year following a summative evaluation. The teacher should submit his/her first draft of that plan to the facilitator at least two weeks prior to September 30th. The plan will conclude with specific methods of verification, assessable and observable, to be evaluated by the Principal or his/her designate to conclude this process. (Reference Figure 6: Professional Growth Action Plan)

In the case of newly tenured teachers, administration will provide training and guidance in developing their first professional growth plan. The training will take place during the first semester of tenure. The newly tenured teacher's professional growth plan will be formulated, in dialogue with facilitators, by January 30th.

The Principal or his/her designate should sign off on the initial plan, a step that makes the plan operational. If he/she suggests modifications (e.g., to clarify that verifications are, in fact, assessable and verifiable), such a suggestion should be timely, in writing, and provided to both the teacher and his/her facilitator. It is understood that the professional growth plan is the teacher's plan. To that end, suggested modifications by the Principal, or his/her designate, should properly concern details of the plan of action and the procedures to verify the achievement of outcomes. Differences of opinion about this should be resolved by the teacher, facilitator, and Principal or his/her designate in conference.

A facilitator must be a school administrator or appropriate department chairperson unless the administration and teacher mutually agree upon another appropriate party. The facilitator's role through the process will not be evaluative. Rather, he/she will

- mentor his/her charge,
- facilitate the process in place to ensure the completion of the professional growth plan,
- meet with the teacher in accordance with stipulations set below and complete appropriate paperwork to mark those conferences and progress toward outcomes,
- collect and organize all pertinent paper work, and
- verify the achievement of outcomes as delineated in the plan itself.

The process [see below] incorporates circumstances in which the initial plan and its verification might be modified once the process has begun as elucidated below.

The Principal or his/her designate will evaluate the efficacy of the completion of the plan based on all materials provided in the professional growth plan file. This file will be completed for the Principal or his/her designate in a timely fashion for evaluation immediately prior to the teacher's next scheduled summative evaluation

Purpose

- 1. To enhance professional growth.
- 2. To improve student achievement.
- 3. To nurture collaboration.
- 4. To provide feedback on professional issues.
- 5. To focus on school improvement initiatives.

Method

- 1. Formulating a **Growth** Plan
- a. The tenured teacher will develop a professional growth plan that responds to the "Criteria for Teacher Performance Evaluation" and/or focuses on school and/or departmental improvement initiatives. Such plans may invite collaboration among teachers when appropriate in implementing outcomes and verification. Further, the process invites more than one teacher mutually pursuing the same plan with an appropriate facilitator.

Any formulated plan may, but does not have to, incorporate formal classroom observations or portfolio completions as part of the verification procedure. If it does, unless mutually agreed otherwise by both the teacher and the supervisor (e.g., peer observations by stipulated teachers as part of a professional growth plan), these specific verification procedures would mirror procedures as outlined above for probationary teachers.

- b. The formulated plan will consist of four(4) parts:
- (1) The teacher will note the specific section(s) (e.g., "Professional Responsibilities"), subsection(s) (e.g., "Upholding Policies and achieving ESLRs and Outcomes") or statement(s) (e.g., "Teachers will collaborate with colleagues to implement and evaluate professional practice") of the "Criteria for Teacher Performance Evaluation" to which his/her plan responds.

AND/OR

The teacher will note the specific school initiative to which his/her plan responds. AND/OR

The teacher will note the specific department initiative to which his/her plan responds. AND/OR

The teacher will note the specific recommendation(s) from his/her last summative evaluation to which his/her plan responds.

(2) The teacher will specify one or more specific outcomes of his/her growth plan.

(3) The teacher will complete an action plan for his/her professional development to be implemented before his/her next summative evaluation (two (2) or three (3) years, which should be noted).

This action plan [see template] might include specifying research, workshops, classes, and seminars that might address achievement of outcomes; specifying conferences, coaching, and collaboration that might address achievement of outcomes; and specifying other ways to garner feedback to verify progress. A timeline to indicate when these actions might conclude should be included in the verification plan.

(4) The teacher will complete a verification plan (Figure 7: Professional Growth Verification Plan) that details how exactly accomplishment will be demonstrated. Verification must be assessable and verifiable in

the context of the agreed upon plan. It must include pinpointing the time for progress conferences with the facilitator that must (at least) take place annually. A final conference prior to the summative evaluation must be scheduled between teacher and facilitator before completion of the plan and the subsequent summative evaluation. A progress notation form will be filled out by the facilitator, and signed off by the teacher, after each such conference [see template]. These will be collected with any supporting evidence noted in the original plan or forthcoming as evidence in the professional growth plan file.

If, as a result of a conference, the teacher and facilitator see the need to modify any part of the original action or verification plan, this must be noted on a progress notation form and signed off by the Principal or his/her designate.

Typically but not exclusively, verification evidence cited in plans might include input from students, peers, departments, and or parents and evidence such as classroom artifacts, observation reports, lesson plans, unit plans, examples of student work, teaching or student journals, examples or summaries of student assessment, teacher reflections, and/or summaries of special projects.

2. Implementation of the Growth Plan

Upon completion of the paperwork to document the formulation of the teacher's professional growth plan, all documentation called for above will be collected and copied and kept in a professional growth file (which teacher and facilitator can access). Subsequent pertinent documentation (including progress notation forms) relative to evidence collection, verification and progress should also be collected in that file which will become official documentation at the conclusion (last conference) of this process and previous to the teacher's subsequent summative evaluation. Reference Figure 8: Professional Growth Progress Notation Form.

The administration will provide appropriate support to a teacher in achieving his/her professional development plan. If specific support is requested in the initial formulation of the plan, the Principal has the right to accept or deny that request by appending the initial plan in this regard. To that end, dialogue to ascertain support available (e.g., funding) should be undertaken during the plan's generation and formulation phase.

3. Peer Group/ Collaborative Professional Development Plans

This process recognizes the value of teacher/peer collaboration in setting and achieving professional growth plans. To that end, two (2) or more teachers, may agree to collaborate on one professional growth plan. They would share all responsibilities for the formulation and implementation of said plan. Teachers should indicate their desire to work with a peer group in a collaborative professional growth plan early enough in the process to allow the Principal or his/her designate the time to name the most appropriate facilitator to promote the success of the collaborative professional growth plan.

This alternative attempts to respond to some teachers' preference for colleagues as a source of professional growth and support group while broadening the base of feedback the teacher receives. Of course, elements of it (e.g., peer observations) may also be built into approved individual professional growth plans.

This alternative might be most appropriate when a professional growth plan attempts to respond to specific school or department initiatives.

In this alternative, specific meeting times for the peer group should be delineated in the action plan and verified by the facilitator.

4. Summative Evaluation Preparation

The last document that will be included in the professional growth file to complete this process and to prepare for the teacher's pending summative evaluation will be a teacher's self-reflection [See Figure 9: Summative Self-Reflection] about the process itself and his/her achievement of specific outcomes. This document, with a place for a final summary statement by the facilitator, will complete documentation of this process in preparation for evaluation by the Principal or his/her designate. As outlined below, the completed documentation for the professional growth plan will be an important component of the resulting summative evaluation.

IV. <u>TEACHER REDUCTION</u>

- A. The Superintendent of Schools may terminate teachers' services in a particular school to the extent reasonably required by the presence of any of the following conditions:
- 1. Whenever the average daily attendance for the fall semester in the particular school is projected by the Department of Catholic Schools lower than that of the same period of the previous year.
- a. The number of faculty members in the particular school shall be regulated by the currently authorized student-teacher ratio issued by the Department of Catholic Schools.
- 2. If the school is closed due to lack of funds or for some other reason.
- 3. Whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year.
- B. Services of a tenured teacher may not be terminated as long as any probationary teacher, or other tenured lay teacher with fewer years of employment in the system, is retained to render a service that said tenured teacher is proven competent and willing to render.

EXHIBIT A

C. After September, 1973, the last teacher terminated shall be the first offered re-employment. Such teachers shall retain the status they had attained at the time of termination.

V. <u>NOTICES AND REQUESTS</u>

- A. All notices and requests must be served by registered or certified mail with a signed return receipt required.
- B. The service is considered complete and effective immediately upon the sender's receiving of the signed Post Office receipt (signed by the addressee or a delegate) indicating that delivery of the article of mail has been officially effected by the postal authorities.

EXECUTED this $8 \, \text{th}$ day of $9 \, \text{tm}$, $20 \, \text{//}$ at San Francisco, California.

THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO, A CORPORATION SOLE

Superintendent of Schools

THE SAN FRANCISCO ARCHDIOCESAN
FEDERATION OF TEACHERS, LOCAL 2240,
AMERICAN FEDERATION OF TEACHERS, AFLCIO

Ву

President

THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO A CORPORATION SOLE OF SAN FRANCISCO MONEY PURCHASE RETIREMENT PLAN

SUMMARY OF PRINCIPAL PLAN PROVISIONS

- (1) PLAN EFFECTIVE DATE: The plan will be effective September 1, 1980.
- (2) PLAN YEAR: Each twelve (12) month period beginning August 1 and ending July 31.
- (3) SPONSOR: THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE.
- (4) EMPLOYEES COVERED: Employees covered under the terms of the collective bargaining agreement between the Roman Catholic Archbishop of San Francisco, A Corporation Sole (hereinafter called the "Employer") and the San Francisco Archdiocesan Federation of Teachers, Local 2240, American Federation of Teachers, who meet the Participation Requirements. Other employees of the Employer in the Archdiocesan High Schools may also be covered as determined by the Employer.
- (5) PARTICIPATION REQUIREMENTS: An Employee <u>automatically</u> becomes a Participant in the plan on the first day of the month following completion of one (l) year of Service.
- (6) COMPUTATION OF SERVICE: Service is computed on the "elapsed time" basis. Each completed calendar month of Service is considered one-twelfth of a year. Work for part of a month is considered as a whole month.
- (7) SERVICE: Service means all employment rendered by the Employee to Employer since his/her latest date of hire, (subject to the reemployment provisions of ERISA in the case of an Employee who is reemployed after his/her Service is terminated), for which he/she is directly or indirectly

compensated, or entitled to compensation, including, but not limited to, vacations, holidays, and absence from work due to sickness or accident.

(8) CONTRIBUTIONS:

- (a) Effective August 1, 2011, EMPLOYER will contribute an amount equal to one and one half percent (1.5%) of Earnings of each participant for his/her period of participation during the Plan Year subject to forfeiture allocations under paragraph 14. No employee contributions are required.
- (b) Effective August 1, 2012, EMPLOYER will contribute an amount equal to two percent (2%) of Earnings of each participant for his/her period of participation during the Plan Year subject to forfeiture allocations under paragraph 14. No employee contributions are required.
- (c) Effective August 1, 2013, EMPLOYER will contribute an amount equal to three percent (3%) of Earnings of each participant for his/her period of participation during the Plan Year subject to forfeiture allocations under paragraph 14. No employee contributions are required.
- (d) Additionally, effective August 1, 2013, EMPLOYER will contribute an amount up to but not to exceed two percent (2%) of current annual earnings of each participant for his/her period of participation during the Plan Year subject to forfeiture allocations under paragraph 14. Matching employee contributions are required.
- (f) If provision (8)(e) is not able to be implemented by the Archdiocese by the effective date of August 1, 2013, alternatively, EMPLOYER will contribute an additional two percent (2%) in lieu of a matching contribution, for a total EMPLOYER contribution of five percent (5%) of Earnings of each participant for his/her period of participation during the Plan Year subject to forfeiture allocations under paragraph 14. No employee contributions are required.
- (9) EARNINGS: Earnings means <u>all</u> compensation actually paid by Employer to a Participant for the period of participation during the Plan Year, for personal services rendered, before payroll deduction for taxes or any other purpose.

- (10) PARTICIPANT ACCOUNT: The Plan Administrator will create and maintain adequate records to disclose the interest in the Trust Fund of each Participant. Such records shall be in the form of Participant Accounts for each person who has an interest in the Trust Fund.
- (11) ALLOCATION OF CONTRIBUTIONS: The Plan Administrator as of each July 31 shall allocate Employer Contributions to the accounts of all Participants who have completed ten (10) full months of active employment with Employer during the Plan Year in question, in proportion to the Participant's earnings, during his/her period of participation. Allocation of contributions will be on a monthly basis as of September 1, 1983. Any period of time, not exceeding four and one-half (4 1/2) months (the equivalent of an academic semester) during the Plan Year in question, spent on an approved leave of absence (other than for total disability) from which the employee returns to active employment on the date specified by the Employer in the leave approval, shall count for satisfaction of the above-referenced "ten (10) full months of active employment" requirement
- (12) CREDIT AND CHARGES TO PARTICIPANT'S ACCOUNT: All interest, dividends and other income received by the Trustees in respect of assets included in the Trust Fund and all gains and losses realized or unrealized on securities in the Trust Fund as determined by the Trustees, shall be credited or charged, as the case may be, to each Participant's Account in accordance with Item 13. All distributions from a Participant's Account will be charged to such account as of the date when paid.
- (13) ALLOCATION OF TRUST FUND INCOME OR LOSS: The Plan Administrator, as of July 31 of each year, before allocation of Employer Contributions, shall adjust the balances in the accounts of all Participants upward or downward in the proportion that each Participant's Account balance bears to the total of all account balances, so that the adjusted total of all account balances will equal the net worth of the Trust Fund as of July 31.
- (14) ALLOCATION OF FORFEITURES: Any forfeiture arising under the Plan will be applied to reduce the Employer's required contributions under the Plan for the succeeding Plan Year, as required by law and will be allocated as an Employer Contribution.

- (15) PAYMENT OF ACCOUNT BALANCE ON DEATH, RETIREMENT, DISABILITY OR TERMINATION OF PLAN: A Participant's participation in the Plan will terminate and he/she will be entitled to receive the <u>full value</u> of his/her account upon the occurrence of any of the following events,
 - (a) Death;
 - (b) Normal Retirement at age 60;
 - (c) Retirement because of total and permanent disability;
 - (d) Termination of the Plan.
- (16) PAYMENT ON TERMINATION OF EMPLOYMENT: If the employment of a Participant terminates other than as described in Item (15) after <u>ten</u> or more years of service, he/she shall be entitled to receive the entire value in his/her Participant's Account.
- (17) FORFEITURES: If an employee terminates his/her employment prior to completing five years of service, he/she shall forfeit all amounts in his/her Participant's Account. After five years of service, the forfeiture shall be fifty percent (50%) of all amounts in the employee's Participant's Account; forty percent (40%) forfeiture of the Participant's Account after six years of service; thirty percent (30%) forfeiture of the Participant's Account after seven years of service; twenty percent (20%) forfeiture of the Participant's Account after eight years of service; and ten percent (10%) of the Participant's Account after nine years of service. An employee shall be entitled to all amounts in his/her Participant's Account after completing ten years of service. As referred to in Item (15), a Participant becomes fully vested in his/her account balance upon death, disability or attainment of age 60 regardless of his/her years of service.
- (18) TERMINATION OF EMPLOYMENT: Termination of Employment occurs when an Employee suffers a Break-in-Service after the Employee:
 - (a) Is discharged by the Employer, or

- (b) Resigns voluntarily, or
- (c) Fails to return as an Employee of the Employer after release from military service within the period in which his/her employment rights are protected by law, or
- (d) Fails to return as an Employee for the Employer from absence due to illness, or accident, after having been pronounced fit by a doctor employed by, or acceptable to, the Employer.
- (19) BREAK-IN-SERVICE: An Employee has a Break-in-Service whenever he/she is not credited with any Service in a consecutive twelve-month period. Thus, if a terminated Employee is reemployed within 12 months of the date employment terminated, such Employee will be considered as not having a Break-in-Service, and shall receive Service credit as if his/her employment had not been interrupted by Termination of Employment.
- (20) TIMELY COMMENCEMENT OF BENEFITS: Payment of benefits under the Plan will ordinarily begin no later than ninety (90) days after the close of the Plan Year in which a Participant becomes entitled to receive benefits provided that benefits payable after the Participant attains at least age 60 and retires shall be paid no more than ninety (90) days after the end of the Plan Year in which such retirement occurs (i.e., such a Participant will not have to wait until a Break-In-Service occurs).
- (21) NORMAL METHOD OF PAYMENT OF BENEFITS: The Employee upon retirement will have the right to select a "Life Annuity With 15 Year Certain" benefit payment option in lieu of the amount of benefit otherwise payable under the Plan. Any annuity purchased under the Plan shall be in the form of a single-premium, non-transferable annuity, in the relevant form, obtained from a legal reserve life insurance company, selected, or approved, by the Plan Administrator, under either an individual or group annuity contract.

<u>ADMINISTRATIVE MATTERS</u>

(22) EXPENSES OF PLAN: Reasonable expenses incurred in the administration of the Plan, including proper charges and disbursements of the Trustee,

Investment Manager and Plan Administrator shall be paid from the Trust Fund.

- (23) TRUST FUND: A Trust will be established to hold the assets under the Plan.
- (24) PLAN ADMINISTRATOR AND NAMED FIDUCIARY: The Plan Administrator and Named Fiduciary responsible for the general administration of the Plan will be the Committee. The Committee will consist of five (5) persons, three (3) of whom will be selected by the Board of Directors of the Employer, and two (2) of whom will be selected by Local 2240.
- (25) PLAN ADMINISTRATOR'S POWERS AND DUTIES: The Plan Administrator will have the right to interpret and construe the Plan and to determine all questions of eligibility and of the status, rights and benefits of Participants, Employees, and other persons under the Plan. In all such cases, the Plan Administrator's determination will be based on uniform rules and practices and will be binding on all Participants, Employees, or other persons affected thereby, subject to the right of appeal provided by ERISA.
- (26) DELEGATION OF PLAN ADMINISTRATOR AND/OR NAMED FIDUCIARY RESPONSIBILITIES: The Plan Administrator (and Named Fiduciary) will have the authority to appoint a delegate, or delegate(s) and/or a committee or committees to assist it in administration, and to delegate such responsibilities and duties as it determines advisable for the efficient operation of the Plan.
- (27) TRUSTEE: The assets of the Trust Fund will be held by a bank, trust company, or such other entity as may be selected by the Plan Administrator.
- (28) RECORDS AND REPORTS: The Plan Administrator shall keep a record of all its proceedings and acts and shall keep all such books of account, records, and other data as may be necessary for proper administration of this Plan.

The Plan Administrator shall file or cause to be filed all such annual reports, financial and other statements as may be required by any Federal or State statute, agency or authority within the time prescribed by law or regulation for filing said documents.

The Plan Administrator shall furnish such reports, statements and other documents to Participants and beneficiaries of this Plan as may be required by any Federal or State statute or regulation within the time prescribed for furnishing such documents.

- (29) ANNUAL STATEMENT: As soon as possible after each July 31 the Plan Administrator shall furnish each Participant with a statement showing:
 - (a) The balance in his/her Participant's Account as of the preceding July 31,
 - (b) The amount of Employer Contributions allocated to his/her account for that Plan Year,
 - (c) The adjustment of his/her account to reflect his/her share of the net income (or loss) of that Plan Year, and
 - (d) The new balance in his/her account as of that July 31.
- (30) ANNUAL REPORT: As soon as possible after each July 31, the Plan Administrator shall furnish each Participant with a written summary of the latest Annual Report.

Archdiocese of San Francisco Annual Performance Goal Setting Forms

F1g 1:	Goal Setting Form
Fig 2:	Pre-Observation Conference Form
Fig 3:	Post Observation Reflection Form
Fig 4:	Observation Report Form
Fig 5:	Portfolio - Examples of Evidence
Fig 6:	Professional Growth: Action/Verification Plan
Fig 7:	Progress Notation Form
Fig 8:	Self-Reflection upon Completion
Fig 9:	Secondary Religion Certification Equivalent

Archdiocese of San Francisco Annual Performance Goals

Probationary Teachers

Teacher:	School:
Cuitania fan Tazalan Danfanna an a	Fraluation
 Criteria for Teacher Performance ➤ PROFESSIONAL RESPONSIBILITIE ESLRs & Outcomes, Collaborating in Proj 	ES Building Community, Upholding Policies & Achieving
	ing Knowledge of Subject Matter, Facilitating Meaningful ning, Implementing Useful, Authentic Assessment,
➤ LEARNING ENVIRONMENT Estab	blishing a Positive Learning Environment, Establishing a aintaining Standards for Student Behavior
➤ PLANNING. PREPARATION, & P.	ROCEDURES Engaging All Students in Learning, nt Learning, Designing Learning Outcomes
PERFORMANCE GOAL(S) What do you intend	to accomplish?
RATIONALE How will this improve student learn standards outlined in the Criteria?	ning? How does this growth plan align with the
METHODS/STRATEGIES Describe the steps yo	ou will take to accomplish this growth plan <u>.</u>
INDICATORS OF PROGRESS How will you ver data & criteria will you use to assess the success of	rify you have met the goals of the growth plan? What the plan?
RESOURCES & SUPPORT What resources and s	support will you need?
For Second & Third-Year Probationary Teache How does the plan address the previous year's Sum	
Teacher Signature Today's Date:	Administrator Signature Start Date of Plan:
	Figure 1: Goal-Setting Form

Archdiocese of San Francisco Pre-Observation Conference Form

NameO	bserver
Date of Conference	
Projected Dates of Observation(s)	
Course/Grade Level to Be Observed:	
1. Briefly describe the students in this class.	
2. What do you want the students to learn? How do outcomes?	es this learning outcome align with department
3. How do you plan to engage students in the content	t? What will you do? What will the students do?
4. What are the difficulties you anticipate your stude What do you plan to do to address these difficulties?	nts may encounter in achieving the outcomes?
5. What materials or other resources will you use?	
6. How do you plan to assess student achievement of	the outcomes?

Figure 2: Pre-Observation Conference Form

Archdiocese of San Francisco Post-Observation Reflection Form Probationary Teacher

Teacher:
Grade/Subject:
Date(s) of Observation(s):
1. As I reflect on the unit, to what extent were students productively engaged?
2. Did the students learn what I intended? Were the outcomes achieved? How do I know?
3. Did I alter my goals or strategies as I taught the lesson? If so, why?
4. If I had the opportunity to teach this unit again to this same group of students, what would I do differently? Why?

Figure 3: Post-Observation Reflection form

Archdiocese of San Francisco Formal Observation Report Form

Teacher:		Date:	
Course:		Grade Level:	
Observer:			
Criteria for Teache	r Performance Ev	aluation	
		Building Community, Upholding	Policies & Achieving
	Collaborating in Professi		Ü
> TEACHING Demon	ıstrating & Employing I	Knowledge of Subject Matter, Facil	litating Meaningful
() ()		Implementing Useful, Authentic	Assessment,
	ive Communication & Fe		
		ing a Positive Learning Environm	
• •		aining Standards for Student Beha	
		CEDURES Engaging All Studen	- C
Planning Curriculum	& Assessing Student Le	arning, Designing Learning Outc	comes
Common deliana (Dana			
Commendations & Reco	ommendations:		
□ A check indicates t	that comments are at	tached.	
signature indicates knowledg	ge of the report but does not on Report, I understand th	nt it has been discussed with me. I un necessarily indicate agreement. If I c at I may file a written rebuttal within nent.	bject to any statement
Faculty Signature	 Date	Observer Signature	Date

Figure 4: Observation Report Form

Archdiocese of San Francisco Professional Development Portfolio Examples of Evidence

Professional Responsibilities

- Building Community
- Upholding Policies & Achieving Student Learning Outcomes
- Collaborating in Professional Practice and Events
- Logs of professional activities
- Documentation of conferences & seminars attended
- Course expectations sheet, course Syllabus, scope & sequence
- Samples of student work
- Phone logs, emails & letters to parents
- Interviews
- Feedback from department chairs & from colleagues

Teaching

- Demonstrating & Employing Knowledge of Subject Matter
- Facilitating Meaningful Activities to Engage all students in learning
- Implementing Useful, Authentic Assessment
- Encouraging Productive Communication & Feedback

- Sample lesson plans, sample unit Plans, course syllabi, scopes & sequences
- Sample rubrics, samples of assessment tools
- Classroom observation, samples of student work
- Teaching artifacts & documents
- Sample tests & assessments
- Student surveys
- Interviews

Learning Environment

- Establishing a Positive Learning Environment
- Establishing a Rapport with Students
- Establishing & Maintaining
 Standards for Student Behavior
- Course Expectations Sheet

- Classroom observation
- Course expectations sheet
- Records of disciplinary action
- Student & parent surveys
- Teaching artifacts

Planning, Preparation, & Procedures

- Engaging All Students in Learning
- Planning Curriculum & Assessing Student Learning
- Designing Learning Activities
- Sample lesson & unit plans, rubrics
- Samples of tests & assessments
- Sample lesson plans
- Course expectations sheet,
 Syllabus, scope & sequence

Figure 5: Portfolio--Examples of Evidence

Archdiocese of San Francisco Professional Growth: Action/Verification Plan

Teacher:	Date:		Draft Final
Length of Plan/ Next Summative:	One Year	[] Two Years	[] Three Years
PLAN INITIATION [Please mark one or more	e and specify.] P	lan is in response t	70
CRITERIA/Specify section(s), subsection((s) or statement(3).	
	s), or statement	·)·	
SCHOOL INITIATIVE/Specify:			
DEPARTMENT INITIATIVE/Specify:			
SUMMATIVE RECOMMENDATION/	Specify:		
GENERAL GOAL(S) What do you intend to	accomplish and	how will that help th	e school?
OVEROOM (EVC)			
OUTCOME(S) Specifically, as a result of this plan, I will			
Specifically, as a result of this plan, students wi	;11		
Specifically, as a result of this plan,	<i>will</i>		
METHODS / CTRATECIES D. I	1 '1 (1		1 , 1 ,
METHODS / STRATEGIES Delineate and a Include a timeline for accomplishing each of th		jic steps you wiii ta	ke to acnieve your outcomes.
VERIFICATION How will you and your faci	ilitator determine	if you have met the	goals of the growth plan?
What verifiable evidence/data will you use to in	dicate progress to	oward achieving you	r outcomes and assessing the
success of the overall plan?			
RESOURCES & SUPPORT What resources resources that might be helpful?	will you need to t	achieve your outcom	es? How will you identify other
What people, workshops, courses or research wi			(if you plan, for example, to
collaborate with others on a plan, indicate speci	fics about that he	re)?	

toward achieving my outcomes . . .

PROGRESS CONFERENCES I plan to meet formally with my facilitator during the school year about progress

QuarterlyOnce a Semester Annually	Other :		
Teacher's Signature	Date		
ADMINISTRATIVE RESPONSE TO TEACHER'S PROFESSIONAL GROWTH PLAN			
[] Accept Plan [] Suggest the following modifications/specifications of plan [detail]:			
Facilitator:			
Escilitator's Cignoture	Date		
Facilitator's Signature	Date		
Administrator's Signature	Date		

Figure 6: Professional Growth: Action/Verification Plan

Archdiocese of San Francisco Teacher Professional Growth Plan Professional Growth Progress Notation Form

Teacher(s):	School Year:
Facilitator:	Conference Date:
Teachers complete this form prior to the Profe	essional Growth Progress Conference.
Summarize the overall progress of the Professiona	l Growth Plan to date.
Which outcomes of your growth plan have been a	chieved or partially achieved since the last conference?
What pieces of evidence or documents have you production or verify that outcomes have been met?	rovided to your facilitator to verify progress toward (Attach documents as necessary.)
Are there any adjustments or additions to the ove	rall plan? Specificalizat and zobu
The there any aujustments or additions to the ove	тин рит: Эресну шти ини шту.
Additional support, feedback, resources needed to	achieve your outcomes:
Projected date of next formal conference with facil	litator:

Facilitator Response:	
Tuentuo Response.	
[] Good progress is being made toward achievem	ent of outcomes at this time.
[] Satisfactory progress is being made toward ach	nievement of outcomes at this time.
[] Progress toward achievement of outcomes is no	ot sufficiently documented.
Commendations and Recommendations relative to	o the completion of this plan:
Facilitator Comments:	
Signature of Facilitator	Date
I certify that I have read the facilitator's response to my report that my signature indicates knowledge of the report but doe statement made in this Progress Notation Report, I unders days and that such rebuttal shall be attached to all copies of t	s not necessarily indicate agreement. If I object to any tand that I may file a written rebuttal within ten (10
Signature of Teacher	Date

Figure 7: Progress Notation Form

Archdiocese of San Francisco Teacher Professional Growth Plan Self-Reflection (Prior to Summative Evaluation)

Teacher:	Date:
Reflecting upon all documentar the overall achievement of my s	tion and experiences of this professional growth plan, I would appraise goals and outcomes as
Very Successful M Comments to support this appr	Iostly Successful Moderately Successful Unsuccessful aisal:
Please specify how your plan cl considerations in your decision	hanged from its inception. Whether it did or not, please indicate as to modify/expand or not.
To what extent was the suppor	t/feedback, formal or informal, helpful in achieving your plan outcomes?
Please describe the most difficu	lt challenge you faced in achieving your outcomes.
Please describe the most satisfy	ing development of your professional growth plan.
Other considerations concernir	ng this growth plan that an administrator should note:
Teacher's Signature	Date

Figure 8: Self-Reflection upon Completion

Archdiocese of San Francisco

Secondary Religion Certification Equivalent

The following framework is for Religion/Theology teachers in the Archdiocese of San Francisco secondary schools covered by the Collective Bargaining Agreement (hereafter CBA). The guidelines are based on Section 19 Religion Teacher Certification of the CBA.

This does not apply to teachers with a current state single-subject credential and Masters degree in Theology or related field.

Note: This must be updated annually if one Certification. Make three (3) copies for (1) and (3) one's personal records.	
Name	
Date of Hire	
(1) Teacher was hired on or before the in Theology or related field. Certification is automatic.	2001-02 school year with a Master's degree
Date of Hire	
Theology or related field. The teacher must complete:	2002-03 school year with a Master's degree in courses (six (6) approved semester units,
-	ng with pedagogy approved by the with the Department Chairperson.
•	eaching experience.
Advance Degree (field)	
Date Completed	
3 unit Class 1	
3 unit Class 2	
Three (3) years of Teaching Experience school year school year	

_____school year

(3) Uncertified Religion teachers with a bachelor degree.

The teacher must complete:

- (a) a Masters degree in Theology or related field.
- (b) two (2) approved courses (six (6) approved semester units, or their equivalent) dealing with pedagogy approved by the Principal in consultation with the Department Chairperson.
- (c) three (3) years teaching experience at a school covered by this contract.

Advanced Degree		
Date Completed		
3 unit Class 1		
3 unit Class 2		
Three (3) years of Teaching Experi school y school y	ear ear	
ARCHDIOCESAN SECONDARY RELIC	_	
Teacher signature	Date	
Department Chair signature	Date	
Principal (local personnel file) signature	Date	

Figure 9: Secondary Religion Certification Equivalent