

GONZALES UNIFIED SCHOOL DISTRICT

GONZALES, CALIFORNIA



AGREEMENT

July 1, 2016 – June 30, 2019

GONZALES TEACHERS ASSOCIATION

AND THE

GONZALES UNIFIED SCHOOL DISTRICT

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ARTICLE I - DEFINITIONS

- A. “**The Act**” means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- B. “**Member of Unit**” refers to classroom teachers, temporary teachers, counselors, certificated Migrant Program staff, and any certificated librarian; but excludes substitute and summer school teachers, Pupil Support Services, management, confidential and supervisory employees, including but not limited to the Superintendent, Assistant Superintendent, District Directors, Principals, Vice-Principals and Coordinators.
- C. “**Consultants or Other Independent Contractors**” are specifically excluded from the terms of this Agreement.
- D. “**Board**” as used here is the District Administration or the Board of Trustees of the Gonzales Unified School District.
- E. “**District**” means the Board of Trustees of the Gonzales Unified School District.
- F. “**Exclusive Representative**” refers to the Gonzales Teachers Association.
- G. “**Per Diem Pay**” shall be computed for each individual certificated employee who is to receive per diem pay by taking their base salary (not including extra stipends) and dividing by the number of work days for all regular full-time certificated employees during the current school year.

ARTICLE II - NEGOTIATIONS

- A. For those employees included in the unit for the negotiations as set forth in Article I, the Board hereby recognizes the Exclusive Representative as the exclusive negotiating representative of the members of the unit as defined in the Act.
- B. The District recognizes the following employment classifications of certificated employees of the District as members of the unit:
1. Regular full-time and part-time teachers including department chairpersons;
 2. Regular full-time and part-time counselors;
 3. Job share participants; and
 4. Regular full-time and part-time librarians.
- C. The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representatives designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will, as official representatives of the unit, attempt to negotiate privately or individually with any Board member, administrator, or any other person or persons; and that neither the Exclusive Representative nor any of its members or agents will, as official representatives of the unit, undertake, nor participate individually or collectively in any act which may place under intimidation, coercion, or pressure of any kind any pupil, parent, Board member, administrator, or any other employee, toward the acceptance of any Representative demand, proposal, or position on any matter related to negotiations or grievances.
- D. The Exclusive Representative recognizes the Board as the duly constituted representative of the educational interest of the pupil and agrees to refrain from any act which may subject the educational interests of the pupil to conflict with the personal, private, professional, or collective interests of any member, members, agent, or agents, of the Exclusive Representatives.
- E. The Board agrees that it will not attempt to negotiate privately or independently with any member of the unit, and neither the Board nor any of its members or agents as official representatives of the Board will undertake, nor participate individually or collectively in any act which may place under intimidation, coercion, or pressure of any kind, any member of the unit toward the acceptance of any Board demand, proposal, or position on any matter related to negotiations or grievances.
- F. The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:
1. To determine and administer policy;
 2. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees;
 3. To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
 4. To determine the curriculum;

5. To build, move or modify the facilities;
6. To develop and administer the budget;
7. To determine the methods of raising revenue;
8. To take action on any matter in the event of an emergency; and
9. To delegate to the Superintendent and other members of the administration the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and pilot investigation of new educational programs.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, and the adoption of policies, rules, and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

- G. This Agreement shall be effective on the date of final ratification by both parties up to and including June 30, 2019.

For the 2017-18 and 2018-2019 fiscal years, either party may open Articles V and Article VII, and no more than two other Articles.

- H. The Association shall be allowed release time without loss of compensation for each of its five (5) members for negotiations and preparation for negotiations. Release time for preparation for negotiations must be scheduled with the concurrence of the Superintendent.
- I. If the District contemplates taking any action which may give rise to negotiations over the impacts and effects of that action, such impacts and effects not included in this Agreement, the Association shall be given written notice. Such notice only has to reference the contemplated action. Within ten (10) days of the receipt of such notice, the Association, if it seeks to negotiate, must present a demand to negotiate and its initial proposal to the District. The Association agrees to negotiate as expeditiously as possible. The District may not implement its action until negotiations are concluded.
- J. The District shall adopt and implement policies prohibiting drugs and alcohol consistent with current law.

ARTICLE III - ORGANIZATIONAL SECURITY

- A. The Exclusive Representative shall have the sole right to have membership fees and agency fees deducted for employees in the unit.
- B. The District shall deduct dues from the wages of all employees who are members of the Exclusive Representative on the date of execution of this Agreement and who have submitted dues authorization forms to the District.
- C. The District shall deduct dues from the wages of all employees who, after the date of this Agreement, become members of the Exclusive Representative and submit dues authorization forms.
- D. Within thirty (30) days of the ratification of this agreement, unit members who have not voluntarily taken one of these actions:
 - 1. Initiated a payroll deduction authorization form to pay dues to the Association.
 - 2. Initiated a payroll deduction authorization form to pay an amount equal to the current dues to the GTA designated fund.shall be required to do one of the following:
 - 1. Pay the current dues directly to the Association.
 - 2. Pay an agency fee determined by the Association. Such fee shall not exceed the current dues.
- E. New employees within fifteen (15) days from the commencement of teaching duties must comply with the provisions of section D.
- F. If any employee has not complied with provisions D and E, the District shall begin payroll deduction of an agency fee, determined by the Association, but not to exceed the Association's current dues. The District shall provide the Association with a list of the names of unit members for whom involuntary payroll deduction has been implemented. This list shall be provided no later than December 15th. An updated list shall be provided within 60 days of the date of commencement of teaching duties of any new employee who is hired during the regular school year.
- G. The requirements of this Article shall be a condition of continued employment for all members of the unit, but the sole remedy for a refusal to pay the agency fee shall be the involuntary deduction of a agency fee from the employee's wages.
- H. Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs approved by the Exclusive Representative and the District.
- I. The Association shall indemnify and hold the District harmless from any and all claims, suits or any other action, including reasonable attorneys' fees, arising from provisions of this section or from complying with any demands for deduction.

ARTICLE IV - ORGANIZATIONAL RIGHTS

- A. The Association shall be granted a total of ten (10) days of release time to allow members of the unit to participate in Association-connected business. Association-connected business for purposes of this provision shall be limited to conferences with District representatives, the processing of grievances, attendance at PERB settlement conferences, and other conduct directly related to the Association's obligations in terms of representing certificated employees in the District. A maximum of three (3) members of the unit may be released at any one time. The President of the Association shall notify the Superintendent at least two (2) days prior to the absence of the unit member. All substitutes will be paid for by the District.

The Association also shall be granted additional days of release time to allow members of the unit to attend formal PERB hearings as witnesses or representatives of the Association. A maximum of three (3) members of the unit may be released at any one time. The Association shall make every effort to schedule and to utilize witnesses to minimize their absences from assigned duties. The President of the Association shall notify the Superintendent at least two (2) days prior to the absence of the unit member. This two day prior notification will not be necessary in the event that the Association must utilize a witness that was unanticipated at the commencement of the formal hearing. All substitutes will be paid for by the District.

- B. The District agrees to furnish the Exclusive Representative one (1) copy of the complete public Board Packet with the exception of appropriate confidential matter prior to all Board meetings.

ARTICLE V - WAGES

A.

1. For the 2016-17 fiscal year, unit members will receive a 2.5% increase to the salary schedules, retroactive to July 1, 2016.
2. All unit members shall participate in three (3) days of staff development per year. Payment for three (3) days of staff development training is included as part of the salary schedule attached as Exhibit A. If a unit member does not attend all three (3) training days, the employee's per diem rate for each day missed shall be deducted from the June payroll warrant or upon the employee's termination of employment, whichever is sooner. Absences due to conditions out of the employee's control, such as medical leave with a doctor's note, bereavement, documented court appearance, and jury duty, will not result in a payroll deduction.

B. Initial Placement on Salary Schedule

1. Column I - those with a bachelor degree.
2. Column II - those with a bachelor degree plus 45 units of approved upper division college level coursework or college level coursework related to a credential.
3. Column III - those with a bachelor degree plus 60 units of approved upper division college level coursework or college level coursework related to a credential.
4. Column IV - those with a bachelor degree plus 75 units of approved upper division college level coursework or college level coursework related to a credential.
5. There is no time limit on advanced degrees; these will be accepted at face value regardless of date earned.
6. Each certificated employee, in addition to being placed on schedule in one of the four columns, will also be placed on a Step in the appropriate column as follows:

All new certificated teachers hired after July 1, 2015 shall be credited with a maximum of fifteen (15) years outside credit.
7. Teachers will have the option of receiving their salary on a ten (10), eleven (11) or twelve (12) month basis, regular monthly pay rounded off to the nearest dollar.
8. Employees hired to teach without a preliminary or clear credential shall be placed on Step 1, Column I minus ten percent (10%). Upon receiving a preliminary or clear credential, they shall be placed in the appropriate column with degrees and units. An exception will be made for teachers hired from out-of-state if they are considered highly qualified under the current law, if applicable, and possess a clear credential in the subject area from their home state. Effective July 1, 2004, an exception will also be made for interns who are deemed highly qualified under current law, if applicable.
9. ROP Teachers entering the District with a valid teaching credential but do not possess a bachelor's degree will be placed at Step 1, Column 1 and move as additional units are earned as per Section C - Professional Growth.

C. Professional Growth

1. Horizontal advancement on the salary schedule (Column I, II, III, and IV) shall be determined on the basis of approved upper division college level course work and District-sponsored or District-

approved courses, workshops or in-service workshops.

2. Vertical advancement on the salary schedule shall be based on years of service. One vertical increment shall be granted for each year, unless the teacher receives an overall unsatisfactory evaluation for two (2) consecutive years. If the employee receives a satisfactory evaluation for the subsequent year, he/she may advance to the position on the salary schedule he/she would have held if he/she had not received the unsatisfactory evaluation. The Superintendent or his/her designee will be responsible for issuance of an unsatisfactory evaluation.
3. The Professional Growth Committee shall grant prior approval to all requests for units to be taken by members of the unit. The Committee shall consist of a Principal and three (3) members of the unit selected by the Exclusive Representative with approval of the Superintendent. Units not presented to the Committee for approval shall not be credited for salary advancement. It will be the responsibility of the Professional Growth Committee to develop guidelines for course approval.
4. Advancement on the salary schedule is based upon semester units. Quarter units taken shall be multiplied by two-thirds to arrive at the equivalent semester unit.
5. No credit will be allowed for courses which repeat material the teacher has already taken. When record of credit earned is filed with the District office, a statement that the work is new may be required. If any course is to be repeated, it will be necessary to secure prior approval from the Professional Growth Committee. No credit will be allowed for courses where less than a C grade is received.
6. Certificated employees who expect to complete horizontal movement as stipulated in Section 2 requirements shall submit this written notice to do so to the Superintendent by July 1 of each year. It shall be the responsibility of the member of the unit to supply the District proof of grade by October 15th followed by an official transcript as soon as possible.
7. **Advanced Degrees**

3% of Step 1, Column I of the salary schedule shall be paid per year for each advanced degree earned past the Bachelor's degree. This Stipend is paid in monthly increments.
8. **Second Language Proficiency Pay**

For employees hired before December 1, 2005, 2.5% of Step 1, Column I of the salary schedule shall be paid for second language proficiency for any language deemed necessary by the Professional Growth Committee. GTA shall work with the Foreign Language Instructors to implement a Language Proficiency test for teachers to be eligible for the second language stipend. The test must be pre-approved by the Superintendent. A Spanish teacher, a native speaking employee, a native speaking parent, and a Spanish speaking administrator shall administer the test. Recipients of the stipend must pass the test initially and re-test every three (3) years thereafter. If a teacher does not pass the test, s/he may retest the following year. The test will be administered prior to October 30 of each year. If GTA is unable to administer the test by October 30, the District will identify an appropriate testing instrument. Teachers currently receiving the stipend will continue to do so until District implements said test. The test shall be taken by the employee outside of the employee's work hours.

The duties of teachers receiving the stipend shall include: (1) Translation of written communications to and from parents (i.e. comments on report cards, notes home, progress reports) only within his/her teaching assignment; and (2) Oral interpretation (i.e. his/her own parent conferences, IEPs, SST's, phone calls home) only within his/her teaching assignment. Teachers not receiving the stipend would not be mandated to perform these duties. Finally,

teachers receiving the second language stipend would be considered first for course assignments within their department and credential areas to provide primary language support.

9. The District shall provide in-service training at the District's expense for unit members who are mandated by changes in the law to upgrade their certification, unless the Board of Trustees declares a financial emergency. It is the responsibility of the employee to maintain a valid and appropriate teaching credential. The credential will be verified with the District through the sign-out process at the end of the school year.

D. Part-time Members Of The Unit Other Than One-Half Time Or Early Retirees

1. Part-time members of the unit shall be compensated by a pro-rata share of the salary the certificated employee would be earning had he or she been placed on a full-time teaching assignment.
2. The part-time member of the unit shall receive a pro-rata share of all rights and benefits, including any welfare benefits for which the employer shall make the payments.
3. The part-time member of the unit, in order to receive the above pro-rata benefits, must pay the difference of the pro-rated District costs and full-time benefits.

E. A Certificated Employee To Be Employed Or To Be Continued In Employment Shall Be Governed By The Following:

1. Basis of Contract

Upon approval of employment or reemployment by the Board, the Superintendent shall provide the employee with a contract stating the appropriate salary for the assignment.

2. A full-time, partial-year employee shall receive that portion of the normal full-year salary consistent with the number of official duty days to be worked.
3. An employee with less than a full-day assignment shall receive that portion of a normal full-day salary consistent with the portion of the normal full-day duties included in the assignment. For teachers in classrooms that are not self-contained, the following applies:

Schools with Six Period Day

5 teaching periods + prep period = 6/6 salary

4 teaching periods = 4/6 salary

3 teaching periods = 3/6 salary

2 teaching periods = 2/6 salary

Partial-day salary for teacher positions shall be the appropriate portion of a full duty day for these positions defined as seven and one half (7 1/2) hours for purposes of this rule.

If requested to by the Principal, teachers may volunteer to teach an additional period in lieu of a prep period, 6 periods = 7/6 salary.

Schools with Seven Period Day

6 teaching periods + prep period = 7/7 salary

5 teaching periods = 5/7 salary

4 teaching periods = 4/7 salary

3 teaching periods = 3/7 salary

2 teaching periods = 2/7 salary

Partial-day salary for certificated positions shall be the appropriate portion of a full duty day for these positions defined as seven and one-half (7 1/2) hours for purposes of this rule.

Partial-day salary for counselors shall be the appropriate portion of a full duty day for these positions defined as eight (8) hours for the purposes of this rule.

If requested to by the principal, teachers may volunteer to teach an additional period in lieu of a prep period, 7 periods = 8/7 salary.

4. In the event of a reduction in force (RIF) those teachers teaching during their prep period must relinquish that extra period before any teacher is terminated due to a RIF.
5. When the District identifies a need for a teacher to instruct on a daily basis during their prep period, the unit members will be notified of the position. Of those unit members volunteering for the position, the assignment will be based on: 1) which permanent teacher has had the most recent experience teaching the subject, 2) the most recent training in that subject area. If more than one unit member is qualified for the position, seniority will be the basis for determining who will be assigned the job.
6. Prep Period: The purpose of teacher preparation time is to provide classroom teachers the opportunity to plan and conduct activities related to the delivery of instruction, including but not limited to meeting with colleagues, IEP and SST meetings, and parents. Teachers also may be required to meet with administrators, with reasonable notice when possible. Teachers are expected to be on campus during their preparation time, unless given specific permission by a site administrator. Teachers are required to give notice to the school office if leaving campus during their workday. Counselors do not receive a prep period.

F. Employment as a Substitute

1. All unit members are required to perform substitute duties, as needed, to cover classrooms when a substitute teacher is not available. At secondary schools, all reasonable efforts will be made to ensure that teachers will not be required to substitute more than twice a week.
2. At the secondary level, unit members who perform substitute duties shall be paid at the rate of forty-five dollars (\$45) per period or shall receive in-lieu time for no more than half of documented substitute duties. Teachers shall sign a form indicating their preference for pay or in-lieu time. In-lieu time that is not taken by the end of the school year in which it was earned shall be paid out.

If classes are combined such combinations cannot result in a class size over 32 students. In PE classes, such combinations cannot result in a class size over 45 students.

3. Unit members who are the teachers of record in TK-5 self-contained classrooms shall be compensated ten dollars (\$10) per student per day when additional students are placed in the classroom due to a lack of a substitute for an absent teacher. If a student spends fifty percent (50%) of the day in another classroom, the ten dollar (\$10) per student per day will be split

between the two teachers.

G. Athletic Coaches

Athletic coaching shall be an extra responsibility with compensation according to the list of Extra-Duty stipends. Coaching responsibilities beyond the regular season (playoffs, C.C.S and State competitions) shall be compensated at .008 of Step 1, Column I per week per varsity coach. The hiring process shall be managed in accordance with District procedures utilized for hiring other open positions in the District, and monitored by Human Resources to ensure that all candidates are fairly evaluated based on established job qualifications and District need.

H. Summer School/Saturday Academy Teachers

The rate of pay for summer school and Saturday Academy teachers shall be .0008 of Step 1, Column I.

I. High School and Middle School Athletics and Activities Director

1. Unit members who serve as the Athletics Director and the Activities Director, if any, will be assigned a regular instructional day, which is currently five (5) teaching periods and one (1) prep period at the high school and six (6) teaching periods and one (1) prep period at the middle school. Compensation shall be in accordance with Appendix F. If mutually agreed by the Superintendent and the Athletics Coordinator or the Activities Director, the position may also be assigned an extra prep period.

J. Master Teachers

Master teachers will be paid the total amount paid to the District by the teaching institution, less statutory benefits. If the institution contracts with the individual teacher, the member will keep all money received by both the district and the institution.

K. Counselors

1. The work year for counselors shall be two-hundred (200) days.
2. The workday shall be eight (8) hours a day including lunch and brunch/recess.

L. Saturday School

For members of the unit, the rate of pay shall be .0008 of Step 1, Column I.

M. Agricultural Instructors

All Agricultural instructors will be placed on the teachers' salary schedule according to their experience and training. Their teaching period shall be the number of workdays of regular teachers plus 30 days. They shall be compensated for the 30 days on a per diem basis. If there is only one agriculture teacher, that member will receive 43 days per diem. The district will not change the title of the agriculture courses in order to avoid paying this extended contract.

N. Continuation School and Independent Study

Continuation and Independent Study school teachers shall be placed on the teachers' salary schedule according to their experience and training.

O. Department Chairpersons and Representatives

1. Selection: The teaching staff of each Department or grade level will annually select a Department Chairperson or Representative by May 30th.
2. Assessment: Department Chairpersons, Grade Level and Area Representatives will be assessed based on the performance of their duties. They may be removed by the administration or recalled by the members of the Department, Grade Level or area represented due to failure to perform the duties of the position if given written notice specifying which duties are not being performed and fail to correct the deficiency in 60 days. Upon request by the Chairperson or Representative, administration shall provide a written explanation of the teacher's removal. If the Chairperson or Representative is removed or resigns before the end of the term, teachers shall begin a new selection process.
3. Department Chairpersons, Area and Grade Level Representatives: Department Chairpersons represent teachers who are part of a common department in secondary programs with non-self-contained classrooms. Grade Level Representatives represent teachers in common grade level in self-contained classrooms. The Area Representative is for Special Education Instructors in schools with self-contained classrooms.

Department Chairpersons (non self-contained classrooms) shall be paid at the end of each semester at a rate of sixty-three dollars (\$63) per section per semester.

Department Chairpersons shall be selected for the following departmental areas when there are two (2) or more instructors in the following areas:

- a. English Language Arts/ELD
- b. Mathematics
- c. Science
- d. Social Studies
- e. Special Education
- f. Career Technical Education/ROP/
- g. Counselors
- h. Foreign Language
- i. Visual and Performing Arts
- j. Physical Education

Grade Level and Area Representatives shall be paid in two equal installments in January and in June at a rate of three hundred and thirty five (\$335) per class per grade. The Special Education Area Representative in self-contained classroom setting shall be paid seventeen hundred dollars (\$1700) per year.

Grade level representation is provided for each grade level in a self-contained program. There will be one Special Education Area Representative at each site. If the school site has a combination of self-contained classrooms and secondary single subject departments with a Special Education Department Chairperson, then there will be no Special Education Area Representative.

The Department Chairpersons, Grade Level and Area Representatives serve the district, Principal, staff and students in the development and improvement of the educational structure for the appropriate grade levels and departmental subject areas they represent.

The chairperson and representatives' duties are as follows:

- a. Coordinate and run department or grade level *Professional Learning Community (PLC)* meetings, and participate in all trainings related to these duties

- b. Participate in District/Site Meetings or committees as deemed necessary by site Administration such as:
 - Instructional Council
 - Site Leadership Team
 - School Site Plan Development
 - WASC Preparation
 - Federal Program Monitoring

- c. Management of data appropriate for the department, grade level, and area by:
 - Analyzing course data on an ongoing basis
 - Using data to provide appropriate interventions for students within the school day

- d. Function as the curricular leader for the department or grade level by:
 - Utilizing the Professional Learning Communities model to ensure collaboration
 - Submitting PLC minutes summarizing departments/grade level meetings and next steps to bring about improved student achievement
 - Monitoring course development
 - Aligning of courses to approved State Standards and District expectations
 - Leading the development/grade level and revision of Pacing Guides (Curricular Maps) for courses taught
 - Leading the development/grade level in developing daily lesson plans as established by the District
 - Leading the development, grade level or area in the development and use of common benchmarks, tests and final exams
 - Assuring that above items are submitted prior to final check out at the end of the school year

- e. Work with Administration in the following areas, as needed:
 - Development of department, grade level or area budgets
 - Staffing, hiring, training and general orientation of new staff
 - Registration & development of course pathways
 - Provide input in the development of the Master Schedule, instructional minutes and daily schedules
 - Textbook review & adoption recommendations
 - Maintenance and purchase of department, grade level or area supplies
 - Ensure that Program Improvement and Federal Program Monitoring recommendations are addressed.

- f. Work collaboratively with other departments, grade levels and/or areas to share best practices and improve the educational practices in the District.

- g. Department Chairs, Grade Level and Area Representatives will work a maximum of forty (40) hours per year outside of the regular workday as defined by this bargaining agreement.

- h. If the Department Chair, Grade Level or Area Representative position is shared, each unit member is responsible for completing all duties. When the position is shared, those sharing the position will work cooperatively to ensure that each person works an equal portion of hours not to exceed a total of forty (40) hours per year outside of the regular workday.

P. Extra-Duty Stipends

All stipends shall be paid according to Appendix F.

Q. Part-Time Employment With Full-Time Retirement Credit

1. Qualifications

Members of the unit shall be able to reduce their workload from full-time to one-half time and maintain full-time status for retirement purposes if they meet the following requirements:

- a. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue to finish out the school year.
- b. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment.

2. Limitations

- a. Individual participation in the program is limited to a period of to one (1) year, unless otherwise agreed to by the teacher and the Superintendent.
- b. The option of half-time employment may be exercised only at the request of the employee.
- c. The agreement or contract for one-half time service shall be executed by the member and employer, in writing, prior to the period of reduced service, at the beginning of the school year or before the beginning of the second half of the school year.
- d. At the end of the one (1) year period or as otherwise agreed to by the teacher and the Superintendent, or age sixty-five (65), whichever occurs first, the participant agrees to resign. At his/her option he/she may enter into the District Early Retirement Program.

3. Definitions

Half-time for the purpose of this policy shall be the equivalent of three (3) teaching periods in a six (6) period day or four (4) teaching periods in a seven (7) period day on a semester basis. The days of service required may be satisfied by working full-time for one-half of the year or half-time for the full year.

4. Participation

Participation in this program does not preclude an employee from participating in the District's Early Retirement Program; however, concurrent participation is not permitted.

5. Salary

The employee's half-time salary shall be one-half the employee's salary had he/she remained a full-time employee. Employees participating in the program shall advance on the salary schedule as mutually agreed to by the teacher and Superintendent.

6. Benefits

The participating employee shall receive health and welfare benefits in the same manner as a full-time employee. The employee shall be granted one half (1/2) sick leave credit and shall be deducted one half (1/2) day sick leave for any half-day sick-leave absence.

7. Retirement

Participating employees and the District shall contribute to S.T.R.S. as if the employee were full-time.

8. An employee who is interested in participating in the program shall notify the Superintendent no later than March 15. The Superintendent shall schedule a meeting with each employee on or before April 30 to discuss a mutually agreeable program for the employee.

9. No employee shall be required to participate in the part-time employment program.

10. Upon request, the Superintendent shall provide the Association with a list of the employees who shall be participating in the part-time employment program and the terms and compensation agreed upon.

R. Retiree Benefits

1. After fifteen (15) years of continuous, full-time service in the District requiring certification, an employee who has attained the age of fifty-five (55) qualifies for the benefits of this section.

2. The employee entering this program may retire at the end of any school year following the attainment of age fifty-five (55). The employee must notify the Superintendent by April 1st of the intention to elect the benefits of this section.

3. Employees electing this program may be given a contract as a consultant to the school. The working hours, duties, compensation and benefits of the employee will be as mutually agreed upon by the employee and the Superintendent. These duties, however, shall not include the employee being a department chairperson or performing any evaluation of certificated personnel or displacing a regular teacher.

4. Upon request, the Superintendent shall provide the Association with a list of the employees who shall be participating in the early retirement program and the terms and compensation agreed upon.

5. The Superintendent may waive the requirements of paragraph 1 and the April 1 deadline in paragraph 2.

6. Until the age of Medicare, retirees may earn an enhanced daily rate of pay for substitute teaching if the retiree is purchasing health benefits from the District. The retirees will annually be given preferential treatment in the assignment of subbing positions and paid at the enhanced daily subbing rate indicated below until they have worked sufficient days to cover the cost of employee-only benefits for that year, after which the employee shall be paid the long-term sub rate for the remainder of that year and no longer be given preferential treatment. The enhanced daily subbing rate is calculated as follows:

a. Retirees with fifteen (15) to twenty (20) years of continuous service in the District will be eligible to substitute at 50 % of their per diem rate in effect at the time of their retirement or long term sub rate which ever is higher.

- b. Retirees with twenty-one (21) to twenty-four (24) years of continuous service in the District will be eligible to substitute at 75 % of their per diem rate in effect at the time of their retirement or long term sub rate which ever is higher.
- c. Retirees with twenty-five (25) or more years of continuous service in the District will be eligible to substitute at one hundred percent (100%) of their per diem rate in effect at the time of their retirement or long term sub rate whichever is higher.

After reaching the age of eligibility for Medicare, retirees subbing for the District shall not be eligible for the enhanced daily rates indicated above and shall be paid the long-term substitute rate. Employees who have elected to participate in a retirement annuity after January 1, 2002 shall not be entitled to benefits of this paragraph.

- 7. The Parties agree that notwithstanding any provision of this Section, the District and the retiree must comply with STRS law. STRS law currently prohibits a retiree from working for the District for a period of one hundred and eighty (180) calendar days following retirement.

S. Payment of Stipends

Athletic coaches shall be paid at the end of the season. The Drill Team Coach, Department Chairs, Assistant Music Instructors and High School Class Advisor shall be paid in January and June. All other stipends are paid in November and May, unless otherwise noted in this agreement.

T. Erroneous Payments

District is entitled to recover erroneous excess payments, pursuant to Education code and adjudicated cases of law. Recovery of payments will be arranged over a period of time from three (3) to twelve (12) months. In order to have fewer payment, both parties must mutually agree to the payment plan. Arrangements must be made within thirty (30) days of written notification of a payment error. If no arrangements have been made within the thirty (30) day period, the District reserves the right to collect erroneous pay over three (3) months, but payments will not exceed 25% of the employees paycheck.

- U. Counselors will have a maximum student load of 450. If the student load is exceeded, another counselor will be hired or the counselor(s) will be compensated at the rate of .0035 of Step I, Column I per student over 450.

- V. Unless a teacher volunteers, no teacher will be required to have more than three different course preparations per day.

Article VI - Hours

- A. Members of the unit, other than counselors, will work the equivalent of seven and one half (7 1/2) hours a day including brunch/recess and a minimum of thirty-five (35) minute duty free lunch.

Counselors will work the equivalent of eight (8) hours a day including brunch/recess and a minimum of thirty-five (35) minute duty free lunch.

Part-Time members of the unit will work a proportionate share of the above hours prorated according to the number of periods teaching, counseling, or rendering other professional service

- B. Members of the bargaining unit will report for duty at the time designated by the Principal or immediate supervisor.
- C. All assigned faculty meetings, department meetings, curriculum development, and project development meetings will be held during the regular seven and one half (7 1/2) hour day, whenever possible. If meetings are required after the seven and one half (7 1/2) hour day, non-instructional release time will be granted by the Principal. "Non-instructional release time" means release time granted during the seven and one half (7 1/2) hour work day when the teacher is not responsible for instruction or supervision of students.

Teachers on Special Assignments (TOSAs) and counselors attending an evening meeting for their program shall be given flex time for such attendance. "Flex time" means an adjustment to the regular work schedule of a non-teaching staff member to account for work hours scheduled outside of the normal work day, to be mutually agreed upon by the teacher and site administrator.

- D. Members of the unit will be responsible for supervision and attendance at four school-sponsored activities annually outside the regular teacher day. These activities include, but are not limited to, Graduation (if held after work hours), Back-to-School Night/Open House, evening parent conferences at elementary and middle school, dances, performances, co-curricular activities, and athletic events. The Principal may require attendance at Graduation and Back-to-School Night/Open House, and evening parent conferences at elementary and middle school. For any remaining adjunct duties, the remaining activities will be chosen on a first-come, first serve basis. Sponsorship of a student club shall count as fulfilling the requirement for two activities. Any after-hours supervision performed beyond what is required in Section D shall be compensated at a rate of .0008 of Step 1, Col.I.. Three (3) hours total of attendance at after school workshops, trainings, and school related meetings will be accepted in lieu of attendance at a required after school activity (except Graduation, if it occurs after the regular seven and one half (7 1/2) hour work day, Back-to-School Night/Open House and evening parent conferences at elementary and middle school) if mutually agreed upon by principal and unit member.
- E. A teacher's attendance at any mandatory meeting, workshop, or training which occurs after the regular seven and one half (7 1/2) hour work day shall also be compensated in accordance with Article VI, Sec. E. A teacher who chooses not to attend a non-mandatory meeting, workshop, or training shall not be held accountable for material presented.
- F. Curriculum Development Time
1. Members of a department and the administration may mutually agree to designate a period of time during the summer months or other non-duty time periods as curriculum development time.
 2. Not more than once every three years the administration may direct members of a given department to report for up to five (5) days of curriculum development. The five-day period (or less) will be selected to immediately precede the beginning of the regular school year or another time period may be selected by majority vote of the department, with the consent of the administration.

3. Attendance for curriculum development time under Paragraph 1 is not mandatory. Attendance for curriculum development time under Paragraph 2 would be mandatory for all department members unless otherwise directed by the Superintendent.
4. When a teacher performs mandatory curriculum development and/or staff in-service, the teacher shall be paid at the per diem rate. When the District approves a voluntary training, the District will select to pay for either registration fees or for the teacher's time at .0008 of Step 1, Col. I per hour.

G. Agendas For Faculty Meetings

Agendas for faculty meetings during the school year normally will be conducted with adherence to an agenda that will be made available twenty-four (24) hours in advance.

H. Early Outs

1. A teacher may be released for early outs to attend classes for professional growth or obtaining credentials and medical or dental appointments. "Early out" is defined as the teacher's departure at the end of the last class.
2. Building principals shall be notified of medical or dental appointments that necessitate an early out, at least twenty-four hours in advance.
3. Other early outs will constitute a portion of personal leave and will be charged as such.

I. Aide Selection

Teachers may be consulted during the interview process when practical, if the aide will be working with said teacher.

J. New Teacher Orientation

New teachers to the District shall be required to attend an in-service session prior to the annual general meeting that proceeds the opening day of school.

K. Communications

1. The superintendent or principal has the right to call meetings to be held during the contractual work day with no notification requirement.
2. All notifications concerning meetings, regarding changes in operating procedures, in-house operations, etc. shall be made in written form. Written form for the purposes of this section may be either a posted notice in faculty rooms or duplicated notices issued to each employee.

L. Release Time for Classroom Observations

Each teacher may be granted release time during the school year to visit classrooms (in or out of the district) and/or programs in neighboring districts.

Requests for release time for the purpose of observing a classroom/program will be at the discretion of the building principal. Requests for an out-of-district observation shall be submitted a minimum of two (2) weeks prior to the requested date. Requests for an observation shall be submitted a minimum of one (1) week prior to the requested date.

If a teacher feels that his/her request for a classroom observation opportunity was unfairly denied, the teacher can appeal the principal's decision to the superintendent. In this event, the superintendent's decision is final.

M. The district calendar shall be negotiated with the Association and shall include one hundred and eighty (180) days of student instruction, one day of pre-service or in-service for new teachers, and four and one half (4 1/2) days of in-service for all teachers. Said days of in-service shall be established through negotiations with the Association.

N. Bell Schedule

The following approval process shall apply to changes in the configuration of a bell schedule: (1) the change in the bell schedule is approved by the Governing Board; and (2) a majority (over fifty percent (50%)) of the bargaining unit members at the affected site vote in favor of the change. The vote will be conducted jointly by the school site administration and union leadership. In no event may a schedule be adopted which contains fewer than the minimum number of minutes mandated by the State. As used in this section, "configuration" of a bell schedule refers primarily to a choice between traditional (six (6) or seven (7) periods of equal length) and modified (block scheduling or some other alternative configuration of class), but may also apply to other major changes. This section shall not apply to minor adjustments to a bell schedule deemed necessary by the school site for student transportation or other reasons.

O. Elementary Schools

Elementary school safety supervision shall be assigned by a committee consisting of grade level representatives and site administration on a pro-rata basis not to exceed twelve (12) shifts (weeks) per year. Supervision will be assigned equally among all members at their site excluding those who are precluded from performing such duties by law or grant funding restrictions. If a change in the program causes difficulties in meeting supervision needs, the committee shall make recommendations regarding a solution to the problem. No changes or additions will be made without negotiations. Such supervision must be during the seven and one-half hour school day.

P. Elementary Preparation Period: All teachers shall receive a preparation period during the employees' day of a minimum of thirty-five (35) minutes during the seven and one half (7 1/2) hours day.

Q. Teacher on Special Assignment (TOSA)

1. Working Days, Hours and Compensation

- a. The starting and ending time of the workday may vary based on the duties and responsibilities associated with the TOSA position.
- b. The TOSA shall work one hundred and eighty-four and one half (184 1/2) days plus a maximum of twenty (20) additional days paid at the TOSA's per diem rate. The number of additional days shall be determined by the TOSA and the supervisor, and the work calendar for the additional days shall be mutually agreed upon in writing.
- c. The TOSAs have a seven and one half (7 1/2) hour workday, but are able to use flex time to start the day on days on which a required event or meeting will run beyond the regular work day.

2. TOSA Positions

- a. Openings for TOSA positions shall be posted and filled following the same procedures used for filling all other certificated positions in the District.
- b. TOSAs shall not evaluate other unit members. TOSAs will be evaluated using the Non-Instructional Assignment Evaluation Tool.

- c. If a TOSA does NOT want to serve in the position for the following year, the TOSA must notify the District on or before March 1.
- d. When a TOSA returns to the classroom, the TOSA may be assigned to any location and assigned such classes as he or she may be credentialed to teach. If the TOSA's original classroom position is vacant, the TOSA will have priority to return to that position when the position is flown.

ARTICLE VII- BENEFITS

- A. The District, shall fully pay Employee Only- Option PPO \$20 for Health Plan for all eligible employees. The bargaining unit shall be included in the Health Plans made available through the Monterey County Schools Insurance Group (MCSIG). For 2013-2014, the Health Plans include Options PPO \$20, PPO \$25, PPO \$30, PPO \$35, PPO \$40, PPO \$50, and PPO \$60.. Employees may enrolls in any medical Option offered by MCSIG during any enrollment period. If an employee enroll in a plan that will result in a lower cost to the District than the cost of Employee Only Option PPO \$20, the employee, may utilize the savings for additional benefits* or an annuity. An employee may also utilize the savings as salary, however the amount of the payment will be reduced to cover the mandatory payroll benefits so that this is cost neutral to the District. An eligible employee shall be any regular full-time certificated employee in the bargaining unit.

The minimum contribution by the District during future school years for Health Plans shall be the cost of Employee Only MCSIG Plan PPO \$20 or its next higher plan should the PPO \$20 plan is discontinued .

- B. The parties agree to continue an IRS 125 plan.
- C. The District will provide Vision Coverage at no cost to eligible employees.
- D. Prescriptions shall be provided in accordance with the Plan chosen by the employee.
- E. Vision and Dental Care will be at the Highest Plan Level.
- F. The District will continue coverage under the provisions of this article at the end of this agreement until a new agreement is negotiated.

* “Benefits” includes items such as orthodontia, dependent coverage, Flex 125, 403b, 457.

ARTICLE VIII- LEAVES

A. Illness And Injury Leave/Sick Leave

1. Each certificated employee, employed five (5) days a week shall be entitled to ten (10) days leave per school year for illness and injury. Credit for this leave need not be accrued prior to taking such leave and may be taken at any time during the school year. The amount of leave not taken shall be accumulated from year to year without limit.
2. Amount and manner of payment during illness or accident shall conform to Education Code, Section 44977. The employee should pay particular reference to this Section to avoid misunderstanding.
3. All absences due to illness or quarantine for more than three days must be verified upon request. This verification should include:
 - a. Dates of absence
 - b. Reason for absence
 - c. Upon reasonable suspicion of a continuing pattern of abuse of illness leave, the District shall have the right to require medical verification regardless of length of absence of service to the district.
4. When it is necessary for an employee to be absent from work, it is his responsibility to notify his Principal or designee prior to the beginning of his absence. In case of accident, the employee should notify his Principal as soon as possible.
5. At the opening of each school year, the District shall provide a full accounting of accumulated illness and injury leave for each member of the unit.
6. Donation of Sick Leave
 - a. On forms prepared and approved by the District, any member of the unit may donate accumulated and unused sick leave days to another member of the bargaining unit who has suffered a long-term illness or disability and who has exhausted all paid leaves and has notified the Association Benefit Committee representative. A unit member may donate up to but no more than five (5) days in any school year.
 - b. After notification to the Committee by a member who has suffered a long-term illness or disability and who has exhausted all paid leaves, the Association shall post a notice on the bulletin board calling for donation of sick leave from certificated employees.
 - c. Donated sick leave days shall be transferred from each contributing member to the designated employee pursuant to the following process: One day will be taken from each contributing member in the pool in random order as needed. If additional days are needed after the committee transfers one day from each contributing employee, the committee will then proceed through the list again in random order and transfer an additional day from those employees who contributed two days or more. The process will be repeated if necessary, and if days are available.
 - d. If, after the initial call, sick leave donations are exhausted, the Association may then make a second call for donations of sick leave. The same process for distribution shall be followed as for the initial request.

- e. The Association agrees that it will not file, on its own behalf, or on behalf of any member of the unit, any grievance, claim, or lawsuit of any kind related to any attempt to retrieve or get back any donated sick leave, used by another member of the unit.
- f. This provision of the Agreement may be terminated at the end of any school year upon written notice from the District to the Association or during the school year if this provision is declared illegal by a court of competent jurisdiction.

B. Paternal Leave

Pregnancy leave shall be granted by the Board in accordance with the provisions of Education Code Sections 44963 and 44965 and subject to the following conditions:

1. A certificated employee, no later than sixty (60) days prior to the requested commencement of maternity leave, shall notify the Superintendent in writing and furnish a statement from her physician indicating the expected date of birth and her own statement of the date of expected return to duty. At any time during the course of the pregnancy, she will be eligible for maternity leave.
2. A certificated employee shall be entitled to use sick leave (including differential pay, if necessary) for the period of time that she is temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth or recovery therefrom. Such leave shall run concurrent with leave under FMLA.
3. Following the presentation of a doctor's certificate indicating that she is physically able to resume her regular duties, a certificated employee shall be eligible to return to work, subject to the following provisions:
 - a. A certificated employee returning from maternity leave of ninety (90) calendar days or less shall resume her regular duties in the department/grade level held prior to childbirth.
 - b. If the certificated employee's leave of absence extends beyond ninety (90) calendar days, she shall be assigned to the first position available of like status for which she is qualified.
4. Leaves of absence for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child, shall be consistent with the Education Code section 44977.5.
5. While on unpaid maternity leave, a certificated employee shall have the option to remain an active participant in the District Fringe Benefit Program by contributing thereto the amount which would have been contributed by the District on the employee's behalf during active employment. The amount paid shall be determined using the current monthly charge. A certificated employee who takes unpaid maternity leave during any school year will be required to contribute the amount which would have been contributed by the District only for those months in which unpaid leave is taken. If the certificated employee utilizes appropriate paid leave, the District shall contribute toward the District Fringe Benefit Program.
6. Tenure may be accrued during the school year in which maternity leave commences in accordance with applicable provisions of the Education Code as long as the employee is in a paid status three-fourths (3/4) of the school year.

C. Leaves Of Absence For Industrial Accident And Illness

The Board provides the following rules and regulations for industrial accident and illness leaves of absence for persons employed in a position requiring certification qualifications.

1. With a doctor's certificate, industrial accident or illness leave of absence for not less than sixty (60) days shall be granted to a certificated employee after service of twelve (12) months in the District.
2. Allowable leave shall not be accumulative from year to year.
3. Once eligible, industrial accident or illness will commence on the first day of absence.
4. Payment of wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of the State, exceed the normal wages for the day.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled only to that amount remaining at the end of the fiscal year in which the injury or illness occurred.
7. When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick and/or vacation leave may be used. The certificated employee shall be entitled to use only that much of the available sick and/or vacation leave, which when added to his temporary disability indemnity will result in payment to him of not more than his full salary.

D. Personal Necessity Leave

Personal necessity leave shall be limited to circumstances significant in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. This leave is not to be used for recreational purposes, such as vacations, vacation extensions, honeymoons, etc..

In any single school year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined in this regulation.

1. No Advance Permission Required

Under personal necessity leave, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or serious illness of a member of his immediate family (serious illness is defined as illness where death is imminent, may result in permanent disability, or requires hospital surgery. The members of the immediate family are those identified in the rules governing bereavement leave).
- b. Accident, involving his person or property, or the person or property of a member of his immediate family.
- c. Imminent danger to the home of an employee, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.

In cases in which no advance permission is required by the regulation, the employee should provide the Principal or his designee with notification of the circumstances as soon as possible so that a substitute may be obtained. Where no advance permission is required, the employee shall fill out the necessary absence forms upon his return.

2. Prior Approval Required

Other personal necessity leaves which are allowable under this regulation and which require prior approval include the following:

- a. Appearance in court as a litigant;
- b. Paternity;
- c. Bereavement beyond the number of days specified in the bereavement leave regulation;
- d. Adoption;
- e. Examination for advanced degree;
- f. Attendance at graduation ceremonies involving a member of the immediate family; and
- g. Marriage of a member of the immediate family.

Items when prior approval is necessary for personal necessity leaves, the employee shall submit the request for leave in writing to the Principal two (2) working days prior to the requested commencement of the leave.

3. Prior Notification Required

Each employee shall be allowed, upon prior notification to the Principal, three (3) days in any school year for reasons of personal necessity not covered above. However, the maximum percent of teachers to be granted this type of personal necessity leave for any one day shall not exceed 5% of the teachers on campus. The granting of requests by the Principal for such leave will be on a "first-come, first-served" basis up to, but not exceeding, the authorized limit per day.

In this provision, where prior notification is necessary, it is the employee's responsibility to notify the Principal 48 hours in advance of the absence.

4. Administration And Intent Of Policy

The employee will have the right to seek approval from either their site principal or the superintendent.

The Superintendent shall be responsible for the administration of the regulations regarding personal necessity leaves, and verification of the reasons for such leaves may be taken through regular administrative channels or the grievance procedures.

Leaves for personal necessity under this policy shall be limited to the categories enumerated above. Past practice regarding leaves granted for personal necessity and the reasons therefore shall not be considered as precedent in granting leaves under this policy.

E. Bereavement Leave

1. A certificated employee is entitled to a leave of absence, not to exceed three (3) days or five (5) days if travel is over 400 miles, without loss of pay, on account of the death of any member of his immediate family. For the purposes of bereavement leave, the following are defined as immediate family:
 - a. The mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee;
 - b. The spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee;
 - c. Any relative living in the immediate household of the employee; and
 - d. A legal guardian of the employee.
2. The basic days allowable for bereavement leave shall not be deducted from other leave allowance granted elsewhere in the statutes or regulations.

F. Leave Of Absence General For Extended Periods.

1. Application for leave of absence without pay should be submitted to the Superintendent on or before February 1, if possible, and shall include a detailed outline of the purpose of such leave.
2. The granting of leave under this section should be of benefit to both the District and employee. The reasons for such leave might be for further study, travel, teaching in a foreign country, or similar purpose.
3. If a teacher is granted a leave of absence to teach full-time, this experience shall be applied toward advancement on the salary schedule.
4. While on leave, employees may elect to continue health and insurance coverage by arranging premium payments in advance of the month of coverage with the District office.
5. Notification of an employee's intent to return following a leave shall be on file with the district personnel office no later than March 1. Failure to file this intent to return shall be deemed a resignation. While on leave, the employee shall keep his current address on file in the district personnel office.
6. Final approval shall be at the discretion of the Board and based on the potential contribution of the employee to the benefit of the schools and pupils of the District.

G. Sabbatical Leave

1. Qualifications
 - a. An employee who has served the District for seven years is eligible for sabbatical leave.
 - b. All applications for sabbatical leave shall be submitted to the office of the Superintendent no later than January 1, or at the discretion of the Board, prior to the school year during which the proposed leave is granted.
 - c. The Sabbatical Screening Committee shall submit its recommendations to the Superintendent by March 1.
 - d. Final approval shall be at the discretion of the Board and based on the potential contribution of the employee to the benefit of the schools and pupils of the District.

- e. Applicants for semester leaves are encouraged to request the leave for the second semester of the school year, whenever possible.

2. Conditions For Sabbatical

- a. The rate of pay for a certificated employee on sabbatical leave shall be 50% of the annual salary for a full-year sabbatical. For a semester leave, full salary will be granted. The salary figure during the sabbatical year will be the salary the employee would be earning had he not taken the sabbatical. Upon application for sabbatical leave, the employee agrees to return to service in the District for a term of two (2) years. With prior Board approval, the member of the unit may delay his return.
- b. In the event the member of the unit cannot meet the requirements of the sabbatical leave because of illness or injury, the leave will be terminated and the employee placed on sick leave. All provisions of the sick leave policy will apply to the member of the unit. The member of the unit will show cause of his inability to continue the sabbatical. In the event of the member of the unit's death, no repayment of salary will be required on his estate unless provided for in the bonding agreement.
- c. The member of the unit shall continue to receive health and welfare benefits at District expense.
- d. The employee is only required to perform services agreed to in his approved application.
- e. The employee will be required to furnish either a letter or a suitable bond indemnifying the Board against loss in the event that the employee fails to return to service in the District or that he fails to complete the two years' service obligation.
- f. Sabbatical leave shall count as a year of experience on the salary schedule and shall apply toward retirement.
- g. Upon return, whenever possible, the placement of the employee shall be in the Department/grade level where he last held a position. Placement in another Department/grade level and/or position shall be governed by the assignment policy.

3. Types Of Sabbatical Leave

- a. Study: The term "study" shall mean the pursuance of a course of study at an institution approved by the Sabbatical Screening Committee. It shall be for the purpose of updating the employee's professional knowledge and skills.
- b. Research: The term "research" shall mean work on a project approved by the District.
- c. Travel: An approved travel program shall include a complete itinerary with a corresponding timetable and objectives. Sabbatical leave for travel shall be primarily to gain professional knowledge and skills. No unit requirements are connected with this sabbatical; however, the employee will specify if he intends to take units in an institution of higher learning during the travel period. These units would be subject to approval by the District.

4. Application

Application for leave will be evaluated by a panel of two (2) members of the unit chosen by the Exclusive Representative who were previously granted sabbatical leaves. This Committee shall

be known as the Sabbatical Screening Committee and shall include the Superintendent as a voting member.

5. Selection Procedures

Applicants will be placed in rank order of preference as determined by the Criteria:

Criteria For Selection (not necessarily in order of importance)

- a. Length of service to the District;
- b. Purpose of the leave;
- c. History of self improvement;
- d. Quality of service to the District;
- e. Timeliness dependent on scheduled events.

6. Approval Of Recommended Applicants

The Board will approve applicants on the basis of the above and past evaluations of the applicants. Board action will take place no later than the regular Board Meeting in March. If the leave is denied, a written evaluation shall be sent to the applicant within ten (10) days of the Board action.

7. Report Requirements For Sabbatical Recipients

The employee who has taken sabbatical leave will file with the Superintendent, for transmission to the Board, within forty-five (45) days after returning from the Sabbatical leave, a report as follows:

- a. Study: A transcript of units taken and completed by the applicant;
or
- b. Research: A written report describing the research;
or
- c. Travel: A written report describing the travel.

Upon request, an oral report will be made to the Board.

8. Limitation On Number Of Leaves

The number of staff members granted sabbatical leaves shall always be related to and dependent upon the availability of funds, but the number of persons on sabbatical leave at any given time shall not exceed a total of 3% of the certificated staff.

Should the number of qualified applications exceed this number, first consideration for approval shall be given those programs judged to be of greatest value to the District.

H. Jury Duty

1. The Board shall grant leaves of absence to members of the unit to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the member of the unit.

2. The Board shall grant leaves of absence to members of the unit, in positions requiring certification qualifications, regularly called for jury duty in the manner provided for by law.
3. The Board shall grant such leaves of absence with pay up to the amount of the difference between the member of the unit's regular earnings and any amount he receives for jury or witness fees. For the ease of district, the member of the unit will turn over any juror pay received to the district with no change to the member's monthly check.
4. Leaves granted under the above provisions shall not be credited against the member of the unit's accumulated sick leave.

I. Family Care And Medical Leave

Teachers who wish to be granted family care and medical leave will meet with the Superintendent to work out the arrangements under the provisions of current state and federal law. Family care and medical leave will be deducted from the employee's sick leave.

J. Job Sharing

The District may grant a job sharing leave to any qualified certificated employee. Terms and conditions shall be agreed upon between the District and the employee. Employees job sharing will share one benefit package.

Job sharing is defined as the sharing of a specific certificated position in which two employee's split one contract as agreed upon in writing between the affected employees and the District.

Conditions:

1. To be eligible for job sharing, the teachers applying must either have worked within the District during the last five (5) years or have received a "satisfactory" evaluation in either an internal or external certificated teaching position. A teacher coming into the District for the first time on a job share, must have 3 years of "strong" recommendations.
2. Before the job sharing plan can be implemented, there must be mutual agreement among the two teachers, the building principal, district superintendent and the school board.
3. Any certificated staff member may be on a job sharing leave during any school year.
4. Request for job sharing leave must be submitted by employees to the Board by the February Board Meeting prior to the school year of the requested leave.
5. Job Sharing leaves will be granted only for one school year. If the employee should desire a second job sharing leave, request must be made by the February Board meeting prior to the second school year. Consideration will be given to any person making application after the February Board meeting if an unforeseen emergency or condition may arise.
6. The Salaries of the participants will be paid on a basis which is proportional to full time service.

Health and Welfare Benefits: Those teachers who are accepted and approved to job-share will receive the benefit package of one (1) full time equivalent benefit package in addition to salary. The allocation of that benefit package, to the extent allowed by the carriers, shall be made as a mutual decision of the employees involved in the job sharing. The employees would provide the District with a signed document stating each party's clear understanding of the individuals

regarding benefits prior to the beginning of the job-sharing contract.

Professional Advancement: Teachers in a job sharing arrangement shall advance one year on the salary schedule after they have accumulated the equivalent of one (1) full year of teaching. Advancement shall take place only at the commencement of a school year.

Reinstatement: Employees sharing a job are considered on a leave of absence for that portion of the work year not fully employed. The employee sharing another employee's position is not entitled to reinstatement in his/her partner's position.

7. District and employee contributions to STRS will be prorated.
8. Whenever possible, employees on job sharing leave will substitute for each other without loss of sick leave days up for to 10 for the two employees.
9. Faculty meeting attendance is required by the person working that day unless excused by the Principal.
10. Both teachers will be in attendance in all School Based Coordinated Planning Days and Back to School Night unless otherwise agreed upon in the original Job Sharing Agreement.
11. Job Share teachers will only be granted five sick days each per year.

ARTICLE IX - SAFETY

- A. The Board shall, within the limitations of its financial capabilities, provide employees with safe working conditions. Every employee shall practice due care and report to the Principal or his designee any unsafe conditions.
- B. The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.
- C. Members of the unit are responsible for the safety and supervision of students under their control or in their close proximity or as directed by administrative order.
- D. When apparel and/or personal articles worn by the teacher is damaged while breaking up a fight or extinguishing a fire, the District will pay for its replacement.
- E. Faculty injured while breaking up fights or by school equipment are covered within the rules and regulations of Workers' Compensation.
- F. Teachers who are assaulted by students should report immediately such incidents to the Principal or his designee in writing. The Principal or his designee will investigate any report and inform the affected teacher of the outcome of the investigation. The Principal or his designee also will notify the Police Department of all such incidents.
- G. Teachers who are threatened by students should report immediately such incidents to the Principal or his designee in writing. The Principal or his designee will investigate any report and inform the affected teacher of the outcome of the investigation.

ARTICLE X - CLASS SIZE

- A. The District supports and endorses the concept of small class sizes for its students.
- B. A "day" as used in this section shall mean instructional days.
- C. Classes will be scheduled as much as possible so that enrollments on the day of registration will not exceed the following maximums:

K	20 (Computed in accordance with Class Size Reduction Guidelines)
1 - 2 - 3	20 (Computed in accordance with Class Size Reduction Guidelines)
4 - 8	32 (per state ADA guidelines)
9 -12	32 to 1 except for the following classes: 45 to 1 - PE, Band 25 to 1 - Shop classes, Yearbook (Annual), Home Economics, Ceramics, and Science Lab Classes

If state funding is reduced or cancelled for Class Size Reduction, the parties shall meet and negotiate new class size maximums to accommodate the change in funding.

- D. Subsequent to the first day of class, counselors and/or administrators will assign new students to classes and make schedule changes for other students so that class sizes will not exceed the class size maximum in C. Upon becoming aware of class size overload, the teacher may notify the site administrator in writing within five days. The District shall have the first 20 days of school to balance classes. The administrator shall pursue means of lowering the class size, including adding sections or classes, or combining grades or low enrollment classes. For elementary school classes, once enough students are present at a particular grade level so that the new class would result in all classes at the grade level would equal 26 per classroom, a teacher will be added; once enough students are present so that a combination (5/6 for example) class will result in the two grades achieving 26 per classroom, a teacher will be added. If the class size overload occurs after the first 20 days of school, the teacher may notify the administrator in writing within 5 days. The Principal has 10 days to correct the class size overload.
- E. If the site administrator is unable to correct the class size overload within the timeline specified in D, the teacher and his/her department chairperson or grade level representative must be notified in writing of the reasons he or she has not been able to correct the class size. The written notification shall include an invitation to meet with the administrator to review the matter. Within 5 days of the date set for meeting, the teacher must elect the option of either (1) accepting the additional students for compensation outlined below, or (2) the teacher may appeal the matter to the Superintendent. No teacher shall be asked to accept more than 2 extra students, pending the administrator's review at the end of the semester. The compensation shall be as follows:

The number of students over the class size maximum multiplied by the number of months over the maximum, beyond the 21st day divided by ten (10), equals the number of compensation days granted to the teacher, which may be used as time off or cashed in at the daily substitute rate.

Example:

2 students (over 32 maximum) x 9 months = 18. $18/10 = 1.8$ in-lieu days off or $1.8 \times \$120$ daily substitute rate = \$216.

The District shall send written notice to the teacher of the in-lieu days off versus the dollar value of the additional student(s) and allow the teacher to select one. The in-lieu days off must be taken prior to June 1st of the school year following the school year in which it was earned. If the in-lieu time is not used by that date, the teacher shall receive payment instead of in-lieu time. Teachers shall retain discretion in scheduling time off, except that requests may be denied during the first and last week of the semester and

during testing periods.

- F. The teacher who decides to appeal will forward this notification to the Superintendent within five (5) days who will, within ten (10) days, pursue means of lowering class size, including hiring new teachers or part-time teachers. Should an increase in enrollment occur in October when enrollment is traditionally at its highest point, an aide may be used instead of adding sections or combining classes until it is determined whether the increase will continue beyond November 1. If enrollment continues to exceed the class size maximum after November 1, alternative means of decreasing the class size shall be pursued.

- G. If the Superintendent has not brought the class size into balance within 10 days, the teacher may appeal to a committee consisting of two teachers selected by the teachers' union, two administrators, and one parent selected by the Parent-Teacher Organization. The committee shall convene within 10 days to review the reasons for the class size overload. The committee shall determine whether the District has made a good faith effort and if it is in the best interests of the students to cure the class size overload. The committee's decision shall be final and shall not be subject to the provisions of **Article XII - Grievances**. If the committee finds that a good faith effort has been made and that it is in the best interests of the students, the teacher must accept the additional students for the compensation outlined above. If the committee finds that a good faith effort has not been made or it is not in the best interests of the students, the committee shall make recommendations for correcting the class size overload. The District must bring class sizes into balance within 10 days of the committee's recommendations by utilizing a committee recommendation or some other means within its discretion.

ARTICLE XI - EVALUATION

A. Purpose

The Board recognizes the importance of implementing a program of staff evaluation in accordance with State Law for the purpose of promoting professional growth and improving services to students to the end that student performance may be improved, community understanding of the school strengthened, and the individual employee accountability for the accomplishment of District goals and objectives insured. All teacher observation and evaluation shall be for the main purpose of improving instruction.

B. Stull Act Evaluation Procedure To Assess Employee Competency

1. The District shall evaluate and assess instructional employee competency based on the standards set forth in the California Standards for the Teaching Profession. The evaluation packet will be handed out to all staff and reviewed at the beginning of each school year.

- a. Each employee shall be responsible for the implementation and assessments of the District approved curriculum and State Content Standards according to their respective grade level and/or subject matter. Each employee shall provide appropriate instructional techniques and strategies to provide each student the opportunity to access the core curriculum to insure academic progress.
- b. Each employee shall be assessed on their performance as it reasonably relates to the progress of students toward the standards of expected student achievement established by the governing board and state adopted academic content standards as measured by multiple assessment tools. The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publisher's norms established by standardized tests.

In determining whether the students' progress toward standards reasonably relates to the teacher's performance, the evaluator shall take into consideration external factors, including but not limited to:

- (1) Academic level of student upon entry to the class as baseline
- (2) Student attendance
- (3) Special program placement
- (4) Alignment of assessments to standards
- (5) Availability of instructional materials
- (6) Student behavior caused by factors beyond the teacher's control

Administrators may share student data in staff meetings for the purpose of professional development. Such data shall not contain the teacher's name. If a teacher's name is identified with the data, the teacher may bring the matter to the administrator's attention to avoid future occurrences and notify the Superintendent.

- c. Each employee shall be responsible for maintaining control and a productive learning environment in the area under his/her supervision.
- d. Each employee shall maintain appropriate and effective professional relations with staff, students, parents, and the community.
- e. Each employee shall perform reasonable adjunct duties. Adjunct duties shall be considered as part of the evaluation. Adjunct duties are defined as non-instructional duties and responsibilities, including supervisory and advisory duties.

- f. Evaluations may be based on classroom observations, completion of goals or projects agreed upon by the evaluator and evaluatee, and overall performance of duties during the evaluation cycle.
2. Employees who are not engaged in direct classroom instruction of students shall be referred to in this article as “non-instructional” employees and shall be evaluated based upon their job description.
3. Times of Evaluation
 - a. Every probationary member of the unit shall be evaluated at least once each year, no later than February 15. All new teachers to the district are to be advised during orientation of methods and procedures to be used and the type of assistance offered to further their professional capabilities.
 - b. Every permanent member of the unit shall be evaluated by the Principal and/or his designee in writing at least once every two (2) years or annually at the member’s request, no later than April 30 of the year in which the evaluation takes place. Additional evaluations may take place as deemed necessary by the Principal or his designee. All documents pertaining to a teacher’s performance shall be maintained in his/her personnel file.
4. Observations and Conferences
 - a. Observations of a member of the unit shall be made by an administrator. Probationary teachers shall be observed by the Principal and/or his designee in writing at least two (2) times each school year, no later than November 1, and no later than February 15. One will be scheduled and include (a) pre-conference, (b) the observation, (c) written summary with the observation report, (d) a post observation conference. The other will not be scheduled and will include (a) observation (b) written summary with the observation report and, (c) a post observation conference.
 - b. At least one (1) observation must be 30 minutes in length. A written report of any observation made shall be given to the teacher by the end of five (5) working days after an observation.
 - c. A conference may be requested by the Principal or his designee or by the unit member. A written summary of any conference shall be given to the unit member.
 - d. A rebuttal to either the observation or to the conference may be made by the unit member within ten (10) working days after receipt of said report. Such report will be affixed to the evaluation.
5. Unsatisfactory Evaluations
 - a. Any member of the unit who receives a “Needs improvement” or “Unsatisfactory” on Teaching Performance Evaluation shall, upon written request within ten (10) working days, be entitled to a subsequent observation, conference, and written evaluation. During this ten (10) working day period, the evaluation and supporting documents shall not be placed in the teacher’s permanent file. If a written request is made for an additional evaluation, the member of the unit may select a different administrator to conduct the subsequent observation, conference, and written evaluation. All documents pertaining to a teacher’s performance shall be maintained in his/her personnel file.
 - b. The Principal or his administrative designee shall take affirmative action to assist in

correcting any cited deficiencies. Such action shall include a written statement of specific recommendations for improvement and direct assistance in implementing such recommendation.

- c. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.
 - d. An unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. If an employee is required to participate in such a program, the program shall relate to the unsatisfactory rating, shall be scheduled during the regular school year working hours as defined in Article V and shall not require costs to the employee, unless agreed to by the employee.
 - e. The District may conduct additional evaluations, observations, or assessments within its discretion.
6. The evaluation forms used shall be mutually developed by the Association and District to reflect the standards of the California Standards for the Teaching Profession. Upon completion, copies of the approved forms shall be included in the appendix to this contract.
7. Permanent employees who have been employed by the District for at least 10 years may be evaluated every five years instead of every other year if (1) the employee received a satisfactory evaluation during the previous evaluation cycle; (2) the employee is deemed highly qualified under the No Child Left Behind Act; and (3) the evaluator and employee consent to the five-year cycle. By request of the evaluator or employee, or upon receipt of a non-satisfactory evaluation, the employee will be returned to the evaluation cycle of every other year.
- C. Department Chairpersons, subject area representatives, Grade level Representatives, or other specialists shall not evaluate teachers.
- D. The evaluation of members of the unit, except for the alleged violation of procedural matters, shall not be subject to the grievance procedure.
- E. Alternative Evaluation Process
- 1. Intent Statement
 - a. It is the intent of the Gonzales Unified School District and the Gonzales Teachers Association to implement an alternative evaluation program. It may be used by tenured teachers who have received satisfactory evaluations, with the approval of the site administrator.
 - b. Teachers volunteering for this process will develop goals in self-chosen options. Following agreement with the primary evaluator, these goals will serve as the basis for evaluation.
 - c. Gonzales Unified School District and Gonzales Teachers Association share the belief that offering alternatives to the traditional evaluation system will inspire creativity in instruction through the professional growth of experienced teachers.
 - 2. Program Objectives

- a. To offer opportunities for certificated employees to engage in an alternative form of evaluation;
- b. To encourage teachers to accept responsibility for their own professional growth;
- c. To allow teachers to integrate additional productive teaching techniques into their repertoires;
- d. To allow teachers to work together in peer coaching situations.

3. Participants

- a. All tenured certificated personnel with a current satisfactory evaluation will be eligible to participate in the alternative evaluation system. Participation will be voluntary but must have the approval of the site administrator. There will be no limit to the number of participants at each site.

4. Process

a. Goal Setting

The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:

- (1) Agree on the selection and goals of the alternative evaluation option;
- (2) Review how the alternative evaluation option will enhance student learning;
- (3) Develop timelines for completion.

b. Alternative Evaluation Options

(1) Option A. Individual Growth Activities

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in this category are:

- a) videotaping classroom lesson (self-analysis)
- b) portfolio assessments (training, development and use)
- c) self-evaluation (pre[formative] and post-[summative])
- d) student and parent feedback
- e) teacher-created projects
- f) research and implementation of learning theory or instructional strategy
- g) reflective journal

(2) Option B. Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Educational Team Growth Activities are:

- a) cognitive coaching
- b) videotaping classroom lessons (with a peer reviewer)

- c) inter-intra-disciplinary grade level teams
- d) peer classroom visitations
- e) collaborative teaching with presentations to staff
- f) creating teacher team projects
- g) researching and implementing learning theories and/or instructional strategies

c. Program Monitoring

The District and the Association believe the most effective professional growth occurs through collaboration.

- (1) The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.
- (2) All participants in the alternative evaluation option will be encouraged to share the progress and results of their individual or team activities with their colleagues. The time and format for this collaboration will be developed at each site.
- (3) The certificated employee will submit a written alternative plan, including goals. Option timelines will be determined by the participant(s) and the site administrator.
- (4) If a teacher's participation in the alternative evaluation program is judged by the administrator to detract from the teacher's instructional and professional performance, the teacher may be reassigned by January 15th to the traditional evaluation process. The administrator must specify, in writing to the affected teacher, the reasons for the evaluation reassignment. If the administrator and teacher cannot agree on this change, the Superintendent will make the final decision.
- (5) The calendar for alternative evaluations shall be as follows:

By:

September 14, 2006

Notification by certificated employee to site administrator of intent to participate in alternative evaluation program.

October 1

Preliminary conference to review and refine initial plan.

October 15

Submission by the employee of final plan, including option choices and goals by certificated employee (conference optional).

February 1

Mid-year assessment/progress report submitted to site administrator (format subject to plan).

February 15

Mid-year conference to review progress (within five working days of conference, written response will be completed by the site administrator).

April 15

Employee complete a written assessment of plan and submits the results to site administrator in a conference.

No later than 30 calendar days prior to the last scheduled school day, the administrator will provide a brief narrative evaluation to the employee(s). A copy signed by the participant(s) and administrator will be placed in the personnel file.

ARTICLE XII - GRIEVANCE PROCEDURE

A. Purpose

The purpose and intent of the procedure is to secure, at the lowest possible administrative level, prompt, orderly and equitable solutions to the problems from the application and interpretation of this agreement.

B. Definitions

1. Grievance - a grievance is a written claim by a grievant involving an alleged misinterpretation, misapplication, or violation of this agreement.
2. Grievant/Grievants - an employee or a group of employees, the Association.
3. Party in interest - person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Respondent - any management employee against who a grievance has been filed.
5. Days - during school academic, calendar year are regular teaching days; during summer months are days the District Office is open.
6. Grievance File - all materials pertaining to a specific grievance shall be compiled in a grievance file. The file shall be forwarded to the next level of the grievance upon appeal of the grievant. The summary shall be placed in the grievance file with the Personnel Office and filed separately from the personnel records of the grievant.

C. Guidelines Appropriate To All Levels Of The Procedure.

1. A grievant shall be entitled to have organizational representation.
2. Within 20 days following knowledge of the act or condition which is the basis of his/her complaint, the grievant may file a grievance at that step given below at which a decision on the matter can be made. A copy shall be submitted to the Board of Trustees.

Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at the step.
3. A copy may be delivered by the grievant to the Association. Both parties may solicit the advice of counsel and may be represented by their employee association or legal counsel.
4. The procedure is not intended to deny the right of any individual to seek a satisfactory solution by him/herself.
5. No employee shall suffer reprisal for having presented a grievance, for having represented an employee, or for having been a participant in the grievance case.
6. Forms and other documents prepared by mutual agreement between the District and the recognized employee organization to implement the Grievance Procedure are to be made available to the administration at each building and to the Association.
7. The forms and other documents are to designate specifically the time limits and responsibility of communication, notices and papers for either the grievant for respondent at each step of the

Grievance Procedure.

8. All communications, notices, and papers required to be in writing shall be served by either United States Certified Mail, return receipt requested, or personally delivered to addressee.
9. All documents and matters of record dealing with the processing of a grievance shall be filed in a grievance file at the Personnel Office. A grievant may review his/her own personnel file to make available any pertinent document. The grievant shall give written authorization if he/she wishes copies of any document from the grievant's personnel file sent to any committee or person. The grievant's file may be part of a personnel file if so requested by the grievant.
10. Employees required to be absent from their duties when directly involved in the grievance proceedings shall not suffer any loss of pay from the District. Grievances shall ordinarily be processed after working hours and only if necessary shall they be done during regular work day.
11. The number of days at each step of the grievance may be modified by mutual written consent of the parties to the grievances. The timelines in the procedure are maximums, and emphasis should be placed on expeditious resolution of the problem.
12. In the event that a grievance is filed after May 15th and a strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school year.
13. In the event the grievance procedure extends to the summer months the number of days at each step may be extended with mutual written consent of the grievant and respondent.
14. Pursuant to Provision 3543 of the Government Code, the District shall provide a copy of the grievance and the proposed resolution to the Association to provide an opportunity for the Association to file a response prior to agreeing to the resolution.
15. If a grievance is resolved at any step prior to arbitration the results of that grievance shall be submitted to the Board for informational purposes.

D. Procedure

1. Step 1:

The grievant shall first discuss the written grievance with his/her immediate supervisor, either directly or through a representative of the employee organization, with the objective of resolving the matter; the respondent may also have a representative present. In the event the grievant elects to have his/her representative accompany him/her in discussing the grievance with the principal or immediate supervisor, whichever is applicable, or elects to have the representative handle the discussion, the grievant over his/her objection shall not be compelled to discuss the grievance prior to the presence of the representative. If the immediate supervisor does not schedule such a discussion within five days of the request for it, the grievant may file a written grievance with the Superintendent. Results of the meeting shall be put in writing by the principal or immediate supervisor within five days after the meeting and given to the grievant.

2. Step 2:

If the discussion does not result in a satisfactory resolution, the grievant may file a written grievance with the Superintendent. Such written representation of the grievance should be filed within working ten days after the discussion with the immediate supervisor, or within thirteen working days after the request for such discussion, if no discussion is held. Within seven days after the receipt of the written grievance by the Superintendent, he/she shall meet with the parties-in-interest. A decision shall be put in writing within five days after the meeting.

3. Step 3:

If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may submit a request in writing to the Board of Trustees for a hearing on merits of the grievance. The hearing shall be informal in nature and shall be held in executive session. The request for hearing shall be made within five (5) days after receipt by grievant of the written decision of the Superintendent. The Board of Trustees shall conduct the hearing within fifteen (15) days after request for such hearing is filed. Within ten (10) days following close of the hearing, the Board shall submit a written decision to the grievant and to the Association.

4. Step 4:

Prior to going to arbitration, either party can request help from the state mediation board to attempt to resolve the dispute.

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may submit a request in writing to the Association for mediation of the dispute within five days of the receipt of the Board of Trustees' decision.
- b. Upon receipt of the written request, the Association may within ten days request the State Mediation and Conciliation Service to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Superintendent. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent and the Association shall either mutually agree upon mediator from that list or request a new list.
- c. The parties agree the costs of mediator's fees and travel expenses shall be borne equally between the Association and the District. Each party is responsible for its own costs of representation in the mediation proceedings.
- d. The award shall be limited to the specific issue or issues contained in the grievance filed. The mediator shall have no authority to add to, delete or alter any provisions of this agreement but shall limit his/her decision to the application and interpretation of its provisions.
- e. The mediator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the Association, and grievant. Either party shall have the right to de novo review in court.
- f. Either party reserves the right to seek a remedy via binding arbitration.

5. Step 5: Binding Arbitration

- a. If either party is not satisfied with the decision rendered pursuant to Step 4, he/she may submit a request in writing to the Association for arbitration of the dispute within five days of the receipt of the Board of Trustees' decision.
- b. Upon receipt of the written request, the Association may within ten days request the American Arbitration Association to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Superintendent. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent and the Association shall either mutually agree upon an arbitrator from that list or request a new list.
- c. The parties agree the costs of the arbitrator's fees and travel expenses shall be borne equally between the Association and the District. Each party is responsible for its own costs of representation in the arbitration proceedings.

- d.. The rules of the American Arbitration Association shall govern the arbitration with the exceptions stated within this article. The award shall be limited to the specific issue or issues contained in the grievance filed. The arbitrator shall have no authority to add to, delete or alter any provisions of this agreement but shall limit his/her decision to the application and interpretation of its provisions.
- e. The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the Association, and grievant. The written decision of the arbitrator shall be final and binding upon all parties.

ARTICLE XIII - SAVING CLAUSE

If any provisions of this agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such subsisting, except permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such a holding for the purpose of renegotiating the provisions.

ARTICLE XIV - DISCIPLINE

- A. This Article was entered into pursuant to Section 3543.2(b) of the Government Code.
- B. An employee in the bargaining unit shall be disciplined by the District only for just cause. The term “discipline” shall mean only suspension without pay for one (1) day up to and including fifteen (15) days and loss of extra compensation. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. A verbal and/or a written reprimand will normally precede a discipline.
- C. Prior to the taking of discipline, the Superintendent shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) work days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Discipline in all cases may occur only after the decision of the hearing officer is received.

The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

1. A statement identifying the District.
 2. A statement in ordinary and concise language of the acts and omissions upon which the proposed disciplinary action is based.
 3. The specific disciplinary action proposed and effective date(s).
 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
 5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
 6. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) work days following the date the written notice was served.
 7. The employee, upon written request, is entitled to a hearing before a hearing officer to review the proposed action to be taken. The hearing officer may (1) sustain the proposed action, (2) recommend reversal of the proposed action, or (3) suggest another resolution of his/her choosing. After receipt of the officer’s written decision, the District may impose a disciplinary action. The cost of the hearing shall be borne by the District.
- D. After the District imposes disciplinary action, the employee is entitled to request arbitration. The employee shall immediately notify the Association. If the Association agrees to take the proposed suspension to arbitration, the District and the Association shall jointly request that the State Conciliation Service supply a list of five (5) arbitrators. This request shall occur within five (5) work days. Each party shall strike two (2) names from the list in alternative order. The determination of which party shall strike a name first shall be determined by lot. The decision of the arbitrator shall be final and binding on the employee, the Association, and the District.
 - E. The employee may request Association representation at any or all levels of this discipline procedure.
 - F. All fees and costs of the arbitration shall be shared equally by the Association and the District.

ARTICLE XV - PARENT COMPLAINT

A. Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding members of the bargaining unit to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with the Principal or his designee, prior to presenting any formal (written) complaint to the District.

B. Informal (Oral) Complaints

The Principal or his designee shall notify the member of the bargaining unit in writing within ten (10) days of receipt of an informal (oral) complaint regarding that member.

C. Formal (Written) Complaints

The District shall forward within ten (10) work days to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward as soon as practicable to the Principal or his designee any formal (written) complaint received by the member regarding that member.

D. No record of any complaint (formal or informal) or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

1. The Principal or his designee conducts an investigation of the complaint which shows that the complaint has merit.
2. The member of the bargaining unit has been given prior notice of the complaint and any record which may be filed such that the member of the bargaining unit has a reasonable opportunity {ten (10) days} to present relevant information and a response to any derogatory material concerning the complaint to the Principal or his designee.

E. If no record of any complaint is placed in the personnel file of a member of the bargaining unit by the end of the school year in which the complaint was made, the Complaint may not be used as part of any evaluation in future year(s) or as a basis for any disciplinary action.

F. Complaints shall not be processed pursuant to the provisions of this article unless:

1. Upon the employee's request, an informal meeting has been held to resolve the parent complaint with the parent, administrator, and employee and/or employee's representative.

G. A complaint which is not processed pursuant to the provisions of this article because the conditions of Section F are not met may be acted upon under other provisions of the contract if the investigation of the Principal or his designee shows that the complaint merits such action.

H. The provisions of this section shall be interpreted as policies pursuant to the requirements of Section 35160.5(c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the agreement.

ARTICLE XVI – TRANSFERS OR REASSIGNMENTS

- A. Definition: A transfer is defined as a change in school site. Transfers and reassignments may be voluntary or involuntary. A reassignment is defined as a change in department or grade level.
- B. Posting: Notice of Bargaining unit vacancies shall be posted at least ten (10) calendar days before the closing date for the position. The posting will be at each school site and will be in an area frequented by teachers and designated for postings. The posting shall include the title of the vacant position, salary range, assignment, and closing date.
- C. Voluntary Transfers
1. Teachers will be advised of vacancies in the staffs of all school sites within the district as they occur and will be allowed to volunteer for positions prior to any consideration of involuntary transfer. A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.
 2. Teachers may inform the building principal or Superintendent in writing should they wish to transfer or be reassigned, regardless of whether a vacancy exists at the time. Teachers may also indicate their preference for assignments on the form issued by the Personnel Analyst each spring to verify intent-to-return for the following school year.
 3. Qualified teachers requesting a transfer to a vacancy will be interviewed for the position and, if not selected, will be advised of the reason in writing by the administration.
 4. If more than one qualified teacher volunteers for the same vacancy, seniority will be the determining factor.
- D. Involuntary Transfers or Reassignments
1. Transfers shall not be of a disciplinary or discriminatory nature.
 2. Upon knowledge of any vacant position(s), the District shall immediately post the vacancy at each school site and give a copy to the school site representative.
 3. No involuntary transfer of a bargaining unit member(s) to a vacant position(s) (including the continuation high school and the independent study program) shall be considered without first soliciting a volunteer(s) for placement in that position(s). If a qualified bargaining unit member(s) volunteers for transfer to that vacant position(s), the employee(s) shall be placed in the vacant position(s).
 4. If no bargaining unit member(s) volunteers for a transfer to the vacant position(s) (including the continuation high school and the independent study program), the Principal (or Principals, if more than one site is involved) and two members appointed by the Association shall meet and shall indicate in writing to the Superintendent which qualified bargaining unit member(s) based on the listed needs of the District and notification to qualified candidates shall be considered for involuntary transfer. The Principals shall solicit the input of any affected Department Chairpersons regarding a possible involuntary transfer. The Superintendent shall implement the involuntarily transfer.
 5. The Superintendent shall notify the bargaining unit member(s) being involuntarily transferred 30 days prior to the transfer in writing and given the rationale behind the transfer.

6. Unit members reassigned in grades TK-5 will be provided with classroom supplies, not to exceed \$200, if those supplies are approved in advance by site administration as being necessary for student success. This amount is in addition to the standard teacher budget.

E. Notice of Assignments and Reassignments

1. Unit members shall be given notice not later than the last day of instruction, indicating their assignments for the following school year.
2. If it becomes necessary to reassign a unit member between the last day of instruction and the first day of instruction for the subsequent year, a new notice of assignment shall be communicated to the unit member. Notice of reassignments occurring during the school year shall be hand-delivered to the teacher at work if possible. The administrator shall meet with the unit member upon request to explain the reasons for the reassignment.
3. Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified. At a unit member's sole discretion, the unit member may agree to an assignment for that school year outside the unit member's credential authorization(s), providing that the District shall secure and pay for all the necessary waivers, emergency credentials, and district Committee on Assignments approval. At the end of that school year, the unit member shall have the right to return to his/her previous assignment without the loss of seniority.

- F. This article shall be automatically reopened for negotiations in the school year preceding the opening of a new school site. The reopening of this article shall not count as one of the two reopeners allowed by each party under Article II – Negotiations.

ARTICLE XVII - COMMITTEES

A. Curriculum

Each subject area shall have a district wide curriculum committee when the administration determines the need exists. The committee will consist of a majority of teachers. There shall be two volunteer unit members from each site. The unit members must be tenured or a subject area representative, grade level representative, or department head. The committee will make recommendations to the school board regarding student needs, curriculum goals, and curriculum. Committee members will be paid as per Article VI - Hours, E. Curriculum Development Time.

B. Textbook

Each subject area/grade level shall have a school site textbook committee when the administration determines the need exists. The committee will consist of a majority of teachers (unit members). The unit members must be tenured or a subject area representative, grade level representative, or department head. The committee will make recommendations to the school board regarding textbook adoption. Committee members will be paid as per Article VI - Hours, E. Curriculum Development Time.

C. Calendar

A committee consisting of 2 administrators, 3 members of GTA, 3 members of CSEA, and 1 member of the Clerical Association shall meet in the fall to discuss the annual employee work calendar for the following school year. The committee shall develop more than one calendar option by February 1st.

Prior to selecting one of the options, it is understood that the members of the committee will present the options to their constituent groups for feedback. GTA may conduct an election for its members to vote on which option they prefer. After receiving feedback in the form of elections or other methods of polling, the committee shall vote on the calendar options. In order for the calendar to be approved by the committee, at least one administrator and at least 5 of the 7 employee members of the committee must vote for the calendar. If the committee is unable to reach agreement regarding the options, the committee may generate new options and begin the process anew.

The calendar selected by the committee must be forwarded to the Board for approval no later than March 1st. If the Board does not approve the calendar, it shall be referred back to the committee for further consideration. A final calendar must be approved by April 1st.

This process shall be followed in lieu of individual negotiations with each unit. However, if the committee notifies administration that it has reached a deadlock on the calendar, the calendar shall be sent to the individual negotiating teams for resolution through negotiations.

ARTICLE XVIII - PEER ASSISTANCE AND REVIEW

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. This article does not replace the evaluation process in this contract. This article shall sunset if funding for the PAR program is eliminated or reduced to such a degree that funding is insufficient to operate the program.

Between July 1, 1999 and June 30, 2000, the District shall notify the State Superintendent of Education that it plans to implement the Peer Review and Peer Assistance Program pursuant to AB1 X1 on July 1, 2000. Effective July 1, 2000, the District shall implement the Peer Review And Peer Assistance Program (the Program) as follows:

I. Joint Committee

- A. The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. There must be one teacher selected from each of the three levels-elementary school, middle school and high School. The District shall choose the administrators of the Joint Committee.

- B. Panel Meetings and Compensation. The Joint Committee shall establish its own meeting schedule as it deems necessary to perform its functions. Three of the five members of the Joint Committee must be present to conduct a meeting, with two teachers and one administrator. Such meetings shall take place during the regular teacher workday. No more than once a month, teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. The Committee may meet more often during the workday with approval by the District Superintendent.

If in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the hourly rate of pay of .0008 of Step 1 Column 1.

- C. The Joint Committee shall be responsible for the following:
 - 1. Providing annual training for the Joint Committee members.
 - 2. Establishing its own by-laws for procedures, decisions and timelines, including the method for the selection of a Chairperson.
 - 3. Selecting faculty members to participate in the Program as Consulting Teachers.
 - a. Consulting teachers must be chosen by a majority vote of the Joint Committee.
 - b. The Joint Committee shall assign one or more committee members to observe candidates for Consulting Teacher performing instruction in their classrooms prior to their selection. Observations will be arranged with the site administrator and the candidates. The Joint Committee may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates. The number of Consulting Teachers shall be consistent with the funding received by the district from the state for the Program and with the District's adopted budget.

4. Selecting training and / or training providers.
 5. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 6. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 7. Making available a panel of consulting teachers for selection by the Participating Teacher.
 8. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to extent there is an inconsistency, the Agreement will prevail.
 9. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 10. Establishing a procedure for application as a Consulting Teacher.
 11. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 12. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress and participation in the PAR Program.
 13. Evaluating annually the impact of the PAR program and making recommendations in order to improve the program.
 14. Developing the budget for the program subject to Board approval.
 15. Developing a format for the consulting Teacher's final report.
- D. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- E. The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Peer Review. The District will pay legal costs and fees in such action.

II. Participating Teachers

- A. A Referred Participation Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and / or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory evaluation means one in which a teacher receives any "unsatisfactory" indication. Once enrolled the teacher may not withdraw from the program without approval of the panel.
- B. A Volunteer Participating Teacher is a teacher with permanent or probationary status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program

for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teachers may terminate his or her participation in the PAR Program at any time.

- C. The Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or Consulting Teacher.
- D. All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.
- E. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

III. Consulting Teachers

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - 1. A credentialed classroom teacher with permanent status.
 - 2. Substantial recent experience in classroom instruction.
 - 3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective oral and written communication skills, subject matter knowledge, a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, and the ability to work cooperatively and effectively with others.
- B. In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise as follows:
 - 1. A reference from a building principal or immediate supervisor.
 - 2. A reference from an Association representative.
 - 3. A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

- C. To start the program, a minimum of two teachers will be selected – one multiple subject and one single subject – to serve a two year term. All others will serve three year terms. A teacher may not serve more than two consecutive terms. A teacher may not serve in an administrative position in the District while serving as a Consulting Teacher. Should a Consulting teacher become an administrator, he or she may not evaluate his or her participating teachers for two years after serving as Consulting Teachers.
- D. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.

- E. Upon completion of his or her service as a Consulting Teacher, a teacher shall be returned to the assignment he or she held prior to becoming a Consulting Teacher.
- F. Consulting Teachers shall have the responsibility for no more than one Participating Teacher. Each Referred Participating Teacher shall receive no less than 30 hours of assistance per 90 school days from the Consulting Teacher. A Consulting Teacher will be away from his or her regular classroom assignment no more than 20% of the time. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgement, will assist the Participating Teacher.
- G. The Consulting Teacher shall meet with the Participating Teacher to discuss the PAR Program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program.
- H. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- I. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher for a minimum of three months and a maximum of one year. The Consulting Teacher shall provide monthly written reports to the Referred Participating Teacher and to the Joint Committee for discussion and review. The Consulting Teacher's reports shall include a recommendation as to whether the Assistance Plan should be discontinued, needs revision, or needs to be extended beyond its original projected term.
- J. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the referred Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's final report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Referred Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit the final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
- K. The final report, while not an evaluation, shall be made available for placement in the Referred Participating Teacher's personnel file and may be used in the evaluation of the Referred Participating Teacher.
- L. Consulting Teachers assigned a Participating Teacher will be paid at a rate of .0008 of Step one, Column one per hour for work performed during preparation periods and outside of work hours.
- M. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review. The District will pay legal costs and fees in such conditions.

SIGNATURE PAGE

The Gonzales Unified School District and Gonzales Teachers Association execute this Contract to reflect all contract negotiation agreements during the period of July 1, 2016 to June 30, 2019.

District	Date	Association	Date
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	

Governing Board

Sonia Jaramillo
 Wendy Francioni
 Elizabeth Gomez Funk
 Yolanda J. Almanzar
 Rosalie Sanchez

Superintendent &
 Secretary to the Board
 Elizabeth A. Modena

Gonzales Unified School District



www.gonzalesusd.net

Committed to Excellence

SALARY SCHEDULE
CERTIFICATED
 EFFECTIVE JULY 1, 2016

Column	I	II	III	IV
Step	BA	BA+45	BA+60	BA+75
1	48,041	50,934	53,845	56,745
2	50,030	52,931	55,833	58,731
3	52,019	54,921	57,822	60,725
4	54,010	56,912	59,812	62,714
5	55,999	58,904	61,800	64,708
6	57,988	60,895	63,810	66,696
7	59,984	62,889	65,785	68,690
8	61,975	64,879	67,778	70,680
9	63,969	66,868	69,764	72,663
10	-	68,858	71,758	74,651
11	-	70,847	73,752	76,647
12	-	-	75,925	78,642
13	-	-	-	80,629
14	-	-	-	84,576
17	-	-	-	87,727
20	-	-	-	91,235
23	-	-	-	94,888
26	-	-	-	98,052
29	-	-	-	102,629

Work Days:	184.5
Salary:	Annual salaries above show rounded amount, however actual paychecks will be paid to the cent.
Education:	Advanced Degree = 3% of Step 1 Column 1 (\$1,441.23)

Adopted by Board:	01/24/17
Revised by HR:	01/19/17
Effective date:	Retro to 07/01/16

Governing Board

Sonia Jaramillo
Wendy Franscioni
Elizabeth Gomez Funk
Yolanda J. Almanzar
Rosalie Sanchez

**Superintendent &
Secretary to the Board**
Elizabeth A. Modena

Gonzales Unified School District



www.gonzalesusd.net

Committed to Excellence

SALARY SCHEDULE COUNSELORS EFFECTIVE JULY 1, 2016

Column	I	II	III	IV
Step	BA	BA+45	BA+60	BA+75
1	52,076	55,213	58,369	61,511
2	54,233	57,377	60,524	63,666
3	56,388	59,534	62,681	65,827
4	58,548	61,694	64,837	67,982
5	60,704	63,852	66,993	70,144
6	62,860	66,011	69,171	72,299
7	65,023	68,172	71,311	74,461
8	67,182	70,330	73,472	76,619
9	69,343	72,486	75,625	78,768
10	-	74,644	77,787	80,922
11	-	76,799	79,948	83,088
12	-	-	82,303	85,249
13	-	-	-	87,402
14	-	-	-	91,681
17	-	-	-	95,096
20	-	-	-	98,900
23	-	-	-	102,860
26	-	-	-	106,289
29	-	-	-	111,250

Work Days:	200
Salary:	Annual salaries above show rounded amount, however actual paychecks will be paid to the cent.
Education:	Advanced Degree = 3% of Step 1 Column 1 (\$1,562.28)

Adopted by Board:	01/24/17
Revised by HR:	01/19/17
Effective date:	Retro to 07/01/16

**Gonzales Unified School District – Teacher Evaluation
Classroom Observation Tool**

Instructor _____

Evaluation Year _____

Grade/Subject _____ Period/Time _____ Administrator _____

RATING SCALE				
E = Exceeds District Standards	S = Satisfies District Standards	N = Needs Improvement	U = Unsatisfactory	N/O = Not Observed

STANDARD ONE:	COMMENTS
Engaging & Supporting ALL Students in Learning	
1.1 Using knowledge of students to engage them in learning	
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
1.3 Connecting subject matter to meaningful, real-life contexts	
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
1.6 Monitoring student learning and adjusting instruction while teaching	

STANDARD TWO:	COMMENTS
Creating & Maintaining Effective Environments for Student Learning	
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	
2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn	
2.7 Using instructional time to optimize learning	

STANDARD THREE:	COMMENTS
Understanding & Organizing Subject Matter for Student Learning	
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content	
3.3 Organizing curriculum to facilitate student understanding of the subject matter	
3.4 Utilizing instructional strategies that are appropriate to the subject matter	
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	

**Gonzales Unified School District – Teacher Evaluation
Classroom Observation Tool**

STANDARD FOUR:		COMMENTS
Planning Instruction & Designing Learning for ALL Students		
	4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction	
	4.2 Establishing and articulating goals for student learning	
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
	4.5 Modifying instructional plans and curricular materials to meet the assessed learning needs of all students	

STANDARD FIVE:		COMMENTS
Assessing Student Learning		
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessment	
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning	
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress	
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families	

STANDARD SIX:		COMMENTS
Developing as a Professional Educator		
	6.1 Reflecting on teaching practice in support of student learning	
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	
	6.4 Working with families to support student learning	
	6.5 Engaging local communities in support of the instructional program	
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students	
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	

STANDARD	E	S	N	U	N/O
1. Engaging & supporting ALL students in learning					
2. Creating & maintaining effective environments for student learning					
3. Understanding & organizing subject matter for student learning					
4. Planning instruction & designing learning experiences for all students					
5. Assessing student learning					
6. Developing as a professional educator					

**Gonzales Unified School District – Teacher Evaluation
Classroom Observation Tool**

INDICATORS – CSTP 1

Effective Practices Used		ELD Strategies		Blooms Taxonomy	
	Identify Similarities and Differences		Comprehensible Input	What types of questions is the teacher asking?	
	Summarizing & Note Taking		Active Student Involvement		Knowledge – List, define, identify, recall, name, recognize
	Reinforcing Effort/Provide Recognition		Print Rich Environment		
	Homework and Practice		Use of Contextual Clues		Comprehension – Predict, interpret, explain, summarize, estimate, evaluate
	Nonlinguistic Representations		Social Interaction		
	Cooperative Learning		Objective Clear		Application – Demonstrate, explain, solve, calculate, identify, infer, use, apply
	Setting Objectives/Providing Feedback		Supplementary Materials – Verbal with Visuals		
	Generating & Testing Hypotheses		Emphasize Key Vocabulary		Analysis – Distinguish, discriminate, categorize, outline, identify, separate
	Questions, Cues, and Advance Organizers		Use of Non-Linguistic Cues		Synthesis – Create, design, organize, derive, formulate, compose, write
	Assessment informs instruction		Adaptations of Content		Evaluation – Criticize, examine, judge, compare, contrast, conclude, critique

COMMENTS:

INDICATORS – CSTP

Facilitates Learning Experiences that Promote Autonomy

	Interactive groups		Teaches from all areas of the room		Opportunity for all students to respond
	Hands on activities		Gives meaningful feedback on all student work		Promotes relevant discussion
	Problem Solving Activity		Student-directed activity		Interactive from bell-to-bell
	No “busy work”		Answers questions with questions		Percent on task: _____
	“Real life” applications		Addresses all learning styles		Other:
	Corrects errors & re-teaches skills		Frequent use of positive reinforcement		

COMMENTS:

GROWTH GOAL:

Employee	Evaluator
Date	Date

Post Conference Questions

Name: _____

Date: _____

How do you think the lesson went? Did the lesson go as you had planned? If you were to reteach this lesson, is there anything you would do differently? Is there anything we should consider changing when we work together again?

What worked?	Current Focus – Challenges - Concerns
Teacher's Next Steps:	Administrator's Next Steps:

The California Standards for the Teaching Profession (CSTP)

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All
5. Assessing Students for Learning
6. Developing as a Professional Educator

**Gonzales Unified School District
Summary Evaluation**

Instructor _____

Evaluation Year _____

Grade/Subject _____ Period/Time _____ Administrator _____

Status of Teacher: (circle one)				
Temporary	Probation 0	Probation 1	Probation 2	Permanent
Years in the District:				

1 = Exceeds Standards	2 = Meets Standards	3 = Needs Improvement	4 = Unsatisfactory (does not meet Standards)
------------------------------	----------------------------	------------------------------	---

(Note: Standards will not be marked unless they are actually observed or evidence is provided)

STANDARD ONE: Engaging & Supporting ALL Students in Learning	1	2	3	4
1.1 Using knowledge of students to engage them in learning				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3 Connecting subject matter to meaningful, real-life contexts				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
1.6 Monitoring student learning and adjusting instruction while teaching				

STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning	1	2	3	4
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior				
2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn				
2.7 Using instructional time to optimize learning				

STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning	1	2	3	4
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content				
3.3 Organizing curriculum to facilitate student understanding of the subject matter				
3.4 Utilizing instructional strategies that are appropriate to the subject matter				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content				

**Gonzales Unified School District
Summary Evaluation**

STANDARD FOUR: Planning Instruction & Designing Learning for ALL Students	1	2	3	4
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2 Establishing and articulating goals for student learning				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5 Modifying instructional plans and curricular materials to meet the assessed learning needs of all students				

STANDARD FIVE: Assessing Student Learning	1	2	3	4
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessment				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families				

STANDARD SIX: Developing as a Professional Educator	1	2	3	4
6.1 Reflecting on teaching practice in support of student learning				
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development				
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning				
6.4 Working with families to support student learning				
6.5 Engaging local communities in support of the instructional program				
6.6 Managing professional responsibilities to maintain motivation and commitment to all students				
6.7 Demonstrating professional responsibility, integrity, and ethical conduct				

Check one

- Overall Rating Satisfactory
- Teacher Request for PAR
- Overall Rating Unsatisfactory – Mandatory PAR

(As appropriate: CSTP 6)

- Is making progress in completing pre-existing conditions of employment *
- Is **not** making progress in completing pre-existing conditions of employment *

(Pre-existing conditions such as, but not limited to, CLAD/BCLAD or other special authorizations; taking & passing required exam and/or coursework for credentialing)

Re-Employment Recommendations

- Recommended for re-hire
- Not** recommended for re-hire

**Gonzales Unified School District
Summary Evaluation**

COMMENTS:

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation which will become part of the Personnel File. **A signature on this evaluation does not signify agreement with the evaluation.**

Instructor	Administrator
Date	Date

Gonzales Unified School District
Observation Tool for Non-Instructional Certificated Staff

Instructor: _____ Administrator: _____

Observation Date: _____ Class: _____

Observer's Notes:

Suggestions:

California Standards for the Teaching Profession

- 1. Engaging and supporting all students:

- 2. Creating & maintaining an effective environment for all:

- 3. Understanding & organizing subject matter knowledge:

- 4. Planning Instruction and designing learning experiences for all:

- 5. Assessing student learning:

- 6. Developing as a professional educator:

Instructor's Comments:

Presented and reviewed at the Post-Conference Meeting:

Instructor's Signature

Date

Administrator's Signature

Date

**Gonzales Unified School District
 Certificated Summary Evaluation Tool
 Non-Instructional Assignment**

INSTRUCTOR:	ADMINISTRATOR:	
WORK SITE & ASSIGNMENT:	DATE:	TIME:

1 = Exceeds District Standards	2 = Satisfactorily meets standards	3 = Needs Improvement	4 = Unsatisfactory
_____ Formal Observation		_____ Informal Observation	

Section 1 – Completion of Job Duties (check one) 1 2 3 4

Discuss how the employee completes his/her job duties based on the job description.

Section 2 – Other Professional Responsibilities (check one) 1 2 3 4

Specify whether the employee engaged in professional growth activities, completed adjunct duties, and maintained professional demeanor with staff, students, parents and the community.

GROWTH GOAL:

Summary Comments:

Overall Evaluation: (check one)

- Exceeds Standards
- Meets Standards
- Satisfactory (Most Standards Met)
- Needs Improvement (Some Standards Met)
- Unsatisfactory (Does not meet Standards) Mandatory PAR

(As appropriate: CSTP 6)

- Is making progress in completing pre-existing conditions of employment *
- Is **not** making progress in completing pre-existing conditions of employment *

**(Pre-existing conditions such as, but not limited to, CLAD/BCLAD or other special authorizations; taking & passing required exam and/or coursework for credentialing)*

Re-Employment Recommendation: (check one)

- Recommended for re-hire
- Not** recommended for re-hire

Signatures	
_____	_____
Administrator	Date:

**Gonzales Unified School District
Certificated Summary Evaluation Tool
Non-Instructional Assignment**

Instructor's Statement:

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach additional comments regarding this evaluation which will become part of the Personnel File.

A signature on this evaluation does not signify agreement with the evaluation, but rather receipt of the evaluation.

Instructor

Date

Partner Option:**AREA OF FOCUS**

Evaluatee: _____ School: _____ Date: _____

To clarify your Area of Focus, briefly respond to the following questions.

A. Area of Focus (To be completed before your first meeting with your administrator)

1. Name the specific topic you wish to focus on in your Area of Focus.

2. Specifically, what aspect of that topic would you like to improve or enhance? Why? What evidence led you to this decision?

B. Desired Outcomes

1. How will you improve in your teaching or work through this Area of Focus, keeping in mind the Professional Standards and content standards as appropriate?

2. How will you improve the abilities of your students or clientele through this Area of Focus to meet content standards, as appropriate?

3. What type of observation format(s) or data gathering tool(s) are you planning to use in order to best support your Area of Focus?

4. Timeline for Observation:

1st Obs _____ 2nd Obs _____ 3rd Obs _____ 4th Obs _____

Instructor: _____

Date: _____

Administrator: _____

Date: _____

Alternative Evaluation Models – Portfolio & Partnership

Area of Focus – FINAL EVALUATION SUMMARY – Self Assessment

Check one: Partner Portfolio

Partner & Portfolio – Complete #1 and #2 and meet with administrator.

1. Area of Focus Accomplishments

As you progressed through your Area of Focus, how did you and your students or clientele benefit?
What did you learn about teaching and learning?

2. Recommendations or considerations for the future

A. Describe how you will continue to work on this and any other inquiries that extend from your Area of Focus.

B. Describe what you think is most important about what you learned through your Area of Focus to share with others.

Final Evaluation Summary – Administrative Assessment

Administrative comments and recommendations:

Instructor: _____ Date: _____

Administrator: _____ Date: _____

Portfolio Option:

AREA OF FOCUS

Evaluatee: _____ School: _____ Date: _____

To clarify your Area of Focus, briefly respond to the following questions.

A. Area of Focus (To be completed before your first meeting with your administrator)

1. Name the specific topic you wish to focus on in your Area of Focus.
2. Specifically, what aspect of that topic would you like to improve or enhance? Why? What evidence led you to this decision?

B. Desired Outcomes

1. How will you improve in your teaching or work through this Area of Focus, keeping in mind the Professional Standards and content standards as appropriate?
2. How will you improve the abilities of your students or clientele through this Area of Focus to meet content standards, as appropriate?
3. What evidence, such as student work or assessments, will be gathered to reflect upon throughout the year for your portfolio?

4. Timeline for reflections: When will you select portfolio pieces?

1st Selection _____ First Quarter Meeting with Administrator & Peers _____

2nd Selection _____ 3rd Selection _____

Additional Selection in Collaboration with Administrator _____

Instructor: _____ Date: _____

Administrator: _____ Date: _____

Portfolio Option
REFLECTION ON PORTFOLIO SELECTION

Name: _____ **School:** _____ **Date** _____

- 1. What does this selection show about progress in your Area of Focus?**
- 2. What will be your next steps? Improvements? Or New Strategies?**

Alternative Evaluation Models – Portfolio & Partnership

Area of Focus – FINAL EVALUATION SUMMARY – Self Assessment

(Check one Partner Portfolio

Partner & Portfolio – Complete #1 and #2 and meet with administrator.

1. Area of Focus Accomplishments

As you progressed through your Area of Focus, how did you and your students or clientele benefit?
What did you learn about teaching and learning?

2. Recommendations or considerations for the future

A. Describe how you will continue to work on this and any other inquiries that extend from your Area of Focus.

B. Describe what you think is most important about what you learned through your Area of Focus to share with others.

Final Evaluation Summary – Administrative Assessment

Administrative comments and recommendations:

Instructor: _____ Date: _____

Administrator: _____ Date: _____

Governing Board

Sonia Jaramillo
Wendy Franscioni
Elizabeth Gomez Funk
Yolanda J. Almanzar
Rosalie Sanchez

**Superintendent &
Secretary to the Board**
Elizabeth A. Modena

Gonzales Unified School District



www.gonzalesusd.net

Committed to Excellence

EXTRA DUTY STIPENDS - CERTIFICATED

EFFECTIVE DECEMBER 31, 2016

STIPEND DESCRIPTION	Year 1	Year 3-4	Year 5+
Year long stipends paid in 2 equal installments in November and May			
Athletic Director - High School - with additional prep-period	\$5,500.00	\$5,775.00	\$6,064.00
Athletic Director - High School - with no additional prep-period	\$6,700.00	\$7,035.00	\$7,387.00
Athletic Director - Middle School	\$4,100.00	\$4,305.00	\$4,520.00
Activities Director - High School with additional prep-period	\$5,500.00	\$5,775.00	\$6,064.00
Activities Director - High School with no additional prep-period	\$6,700.00	\$7,035.00	\$7,387.00
Activities Director - Middle School	\$4,100.00	\$4,305.00	\$4,520.00
Vocal Music Director	\$2,300.00	\$2,415.00	\$2,536.00
Band/Instrumental Music Director	\$5,000.00	\$5,250.00	\$5,513.00
FFA Judging	\$3,000.00	\$3,150.00	\$3,309.00
Drama Director	\$2,300.00	\$2,415.00	\$2,536.00
Yearbook Advisor – High School	\$2,300.00	\$2,415.00	\$2,536.00
Yearbook Advisor – Middle & Elementary School	\$1,300.00	\$1,365.00	\$1,433.00
Grade Level Representatives (per class per grade)	\$335.00	\$352.00	\$370.00
Special Education Area Representative	\$1,700.00	\$1,785.00	\$1,874.00
Somavia Continuation Lead Teacher	\$4,042.00	\$4,244.00	\$4,456.00

Stipend paid at the end of the Season			
Athletic Coach - Middle School	\$2,045.00	\$2,147.00	\$2,254.00
Head Athletic Coach - High School*	\$4,045.00	\$4,247.00	\$4,459.00
JV Assistant Coach - High School**	\$3,210.00	\$3,371.00	\$3,540.00

Paid after the end of the semester (January & June)			
Department Chairperson (per section, per semester)	\$63.00	\$66.00	\$69.00
High School Class Advisors - (per year)	\$1,000.00	\$1,050.00	\$1,103.00

This appendix became effective 7/1/14 and all stipend recipients for 2014-15 started on the Year 1 Column
 *Cheerleading Head Coach and **Cheerleading Assistant Coach are year long stipends, paid in 2 equal installments in November and May.
 Revised 12/9/13; 12/12/13; 12/13/16