COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GUADALUPE UNION SCHOOL DISTRICT

AND THE

GUADALUPE TEACHERS ASSOCIATION/CTA/NEA

July 1, 2019 - June 30, 2022

(June 2022)

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ARTICLE I: AGREEMENT

- 1.1 The ARTICLES and provisions contained herein constitute a bilateral and binding Agreement by and between the GUADALUPE UNION SCHOOL DISTRICT (the "District" or "Employer") and the GUADALUPE TEACHERS ASSOCIATION/CTA/NEA (the "Association" or "Exclusive Representative"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act") and supercedes any District rule, regulation, or practice which is inconsistent with its terms. The parties to this Agreement have the right to be treated fairly and honestly. To this end, the terms of this Agreement shall be applied in a manner that is not arbitrary, capricious, discriminatory, or punitive.
- 1.3 This Agreement shall remain in full force and effect from the date of ratification to June 30, 2022. The provisions of ARTICLE XX, SALARY AND VOLUNTARY FRINGE BENEFITS, plus up to two (2) other Articles designated by each party shall be re-opened for negotiations for the 2020-2021 school year and for the 2021-2022 school year.

ARTICLE II: RECOGNITION

- 2.1 The District recognizes the Association as the Exclusive Representative of all certificated employees of the District except supervisory, administrative, and management employees and day-to-day substitutes and long-term Substitute Teachers who work less than seventy-five percent (75%) of the school year.
- 2.2 New and different certificated classifications created by the District during the term of the Agreement shall be determined bilaterally by the Association and the District within thirty (30) days of the creation of said position, to determine the inclusion in or exclusion of the position from the bargaining unit.

ARTICLE III: DEFINITIONS

- 3.1 "Addendum" is a written modification to an existing provision or provisions of the Agreement, which by its terms is either attached to Agreement or incorporated into the text of the Agreement.
- 3.2 "Daily Rate of Pay" means the unit member's annual salary divided by the number of work days required by the Agreement.
- 3.3 "Day" is any day in which a unit member is required to render service to the District for a minimum of six and one-half (6.5) hours, exclusive of lunch. A "half-day" is 7:55 a.m. to 11:45 a.m. or 11:45 a.m. to 3:15 p.m. This provision is not retroactive.
- 3.4 "District" shall mean the Guadalupe Union School District, including the Board of Trustees and its officers, agents, designees, and representatives.
- 3.5 "Grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 3.6 "Grievant" is the signatory on the grievance.
- 3.7 "Hourly Rate of Pay" is the amount specified in ARTICLE XXI, SALARY AND VOLUNTARY FRINGE BENEFITS.
- 3.8 "Immediate Family"-- A parent, grandparent, or grandchild of the unit member or of the spouse of the unit member, and the spouse (including domestic partner), child, sibling, or immediate in-law of the unit member, any relative living in the immediate household of the unit member or any other person for whom the unit member is legally responsible. Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner. A unit member who claims any benefit pursuant to the terms of this Agreement must have valid proof of the registered domestic partnership on file with the District.
- 3.9 "Intermediate School" refers to 5th and 6th Grade classes at a school site.
- 3.10 "Junior High School" refers to 7th and 8th Grade classes at a school site.
- 3.11 "Memorandum of Understanding (MOU") is a written agreement between the District and the Association regarding a term and condition of employment. A violation of the MOU is subject to the grievance procedure. The duration of the MOU is for the period specified in the document or the duration of the then-current Agreement.
- 3.12 "Paid Leave of Absence" means that a unit member shall be entitled to (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) return to same assignment which occupied immediately preceding commencement of the leave, and (c) receive credit for annual salary increments provided during the leave.

- 3.13 "School Day" means the amount of time students are required to be in school, unless otherwise provided for in this Agreement.
- 3.14 "Seniority" shall mean the number of years of employment with the District since the unit member's date of hire.
- 3.15 "Side-letter" is (1) a written statement of procedure that implements an existing provision of the Agreement or an MOU, or (2) a written statement regarding any matter deemed appropriate by the District and Association. Failure to adhere to the terms of a side-letter is not subject to the grievance procedure.
- 3.16 "Staff Development Day" means any contractually agreed upon day during which the District or site schedules professional training. Staff development days shall be 7.25 hours inclusive of a 45 minute lunch.
- 3.17 "Superintendent" shall mean the Chief Executive Officer of the District, or the Chief Executive Officer's designee.
- 3.18 "Teacher in Charge" means a classroom teacher who is designated to handle the principal's workload in the absence of the principal.
- 3.19 "Unit Member" refers to any employee who is included in the appropriate unit as defined in ARTICLE II, RECOGNITION, and therefore covered by the terms and provisions of this Agreement.

ARTICLE IV: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action only on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote and terminate subject to the provisions of this Agreement.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices 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 law.
- 4.3 This District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency as used herein, shall be defined as those conditions arising from natural disasters, national emergencies, epidemics, and other physical calamities.
- 4.4 The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of ARTICLE XI, GRIEVANCE PROCEDURES.

ARTICLE V: DISCIPLINE OF UNIT MEMBERS

- 5.1. Discipline shall be imposed upon a unit member pursuant to the terms of this Article as authorized by Government Code Section 3543.2(b). Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Article. Disciplinary actions taken pursuant to the provisions and procedures of this Article are intended to be corrective rather than punitive. Where appropriate, disciplinary action shall be implemented in a progressive manner. The degree of severity of the disciplinary action should be reasonably related to the nature of the offense committed by the unit member and should take into account any prior disciplinary action or actions imposed on the unit member.
- 5.1.1 "Discipline" shall mean a written warning that is to be placed in the personnel file, a letter of reprimand, or a suspension without pay of up to fifteen (15) work days of a unit member when any of these actions is taken as a result of an offense committed by the unit member.
- 5.1.2 The following are not considered disciplinary actions and are specifically excluded from the provisions and procedures of this Article: an oral warning or a written warning that is not placed in the personnel file, an incident report, or the deduction of pay for being absent without leave.
- 5.1.3 The provisions and procedures of this Article shall not apply to a "Notice of Unprofessional Conduct" or a "Notice of Unsatisfactory Performance" as set forth in Education Code Section 44938 or to any proceeding that arises out of the issuance of such a Notice. Also specifically excluded from the provisions and procedures of this Article are remedial activities that arise from the process of evaluation of a unit member's work performance or that are related to the placement of materials in the District's personnel file pursuant to the provisions of ARTICLE XV, EVALUATION, paragraph 15.21.3

Pre-Discipline Investigation

- 5.2 Any proposed disciplinary action shall be brought to the attention of the Superintendent. The Superintendent shall investigate the matter and shall hold an informal meeting with the unit member or, if requested by the unit member, with the unit member and a representative within five (5) work days after the matter has been brought to the Superintendent's attention.
- 5.2.1 The unit member shall be informed of the right to be accompanied to the meeting by a representative. If the unit member elects not to be represented by a representative, the unit member shall sign a statement to that effect.
- 5.2.2 As a part of the investigation, the unit member shall be notified in writing of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

Notice of Discipline

- 5.3 Within five (5) work days of the conclusion of the investigation, the Superintendent shall give the unit member written notice of the intended disciplinary action.
- 5.3.1 The notice of disciplinary action shall be personally served upon the unit member and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the unit member at the unit member's last known address.
- 5.3.2 Where the unit member has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.
- 5.3.3 The notice of disciplinary action shall inform the unit member of the charges as well as the effective date of discipline, which shall be not less than ten (10) work days after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a listing of the dates of related oral and/or written warnings, if any, a statement of the cause for the action taken, and if it is claimed that a unit member has violated a rule or regulation of the public school employer, the rule or regulation shall be set forth in the notice.
- 5.3.4 The notice shall inform the unit member of the right to a hearing before the Board of Trustees or an arbitrator and the time in which the request for a hearing must be filed, which shall be not less than ten (10) work days after service of the notice.
- 5.3.5 The notice shall also contain a form, the signing and filing of which shall constitute a request for a hearing. Failure to file the request for a hearing as set forth in the notice shall constitute a waiver of the right to an appeal and the discipline shall be final.

Appeal of Disciplinary Action

- 5.4 If the unit member files the request for hearing as required by paragraph 5.3.5, the following shall apply:
- 5.4.1 If the unit member elected not to be represented as set forth in paragraph 5.2.1, or if the Exclusive Representative declines to proceed before an arbitrator as set forth in paragraph 5.4.2, the hearing shall be conducted by the Board of Trustees pursuant to the following:
- 5.4.1.1 The burden of proof to support the discipline rests with the District.
- 5.4.1.2 The unit member, and a representative if the unit member desires, may present evidence or argument to the Board, or to a Hearing Officer designated by the Board, prior to the Board making a decision.
- 5.4.1.3 Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.

- 5.4.1.4 The Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination.
- 5.4.1.5 If the Board either modifies or rejects the discipline, the unit member's personnel records shall be adjusted to reflect the Board's decision.
- 5.4.1.6 The decision of the Board shall be final.
- 5.4.1.7 Nothing contained within this procedure shall be interpreted to deny a unit member's right to seek judicial review of a disciplinary action following the completion of the procedures contained in paragraphs 5.4.1.1 through 5.4.1.6.
- 5.4.2 If the unit member is represented by the Exclusive Representative, the appeal hearing shall be before an arbitrator as provided by ARTICLE XI, GRIEVANCE PROCEDURES, paragraphs 11.3.3.1 through 11.3.3.3, at the request of the Exclusive Representative. The Exclusive Representative shall have ten (10) work days from receipt of its copy of the notice to inform the District of its election to proceed before an arbitrator.

Miscellaneous Provisions

- 5.5 When the Superintendent determines that the needs of the District so require, a unit member may be placed on administrative leave immediately on an emergency basis prior to the completion of the procedures set forth in paragraphs 5.3 and/or 5.4, inclusive.
- 5.6 Any proposed suspension of a unit member, except an immediate suspension with or without pay made pursuant to the laws of the State of California or the United States of America, shall be stayed until completion of the appeal process if the proposed suspension is challenged. In that case, the suspension and any denial of compensation shall be an issue in the appeal hearing, if one is requested by the unit member.
- 5.7 All information and proceedings regarding any of the above actions or proposed actions shall be kept as confidential as possible by all parties to the proceeding. The notification to the unit member and to the unit member's representative as set forth in paragraphs 5.3.1 and 5.3.2 shall not be considered a violation of the terms of this paragraph.

ARTICLE VI: NEGOTIATIONS PROCEDURES

- 6.1 No later than the first regularly scheduled Board meeting in February of the calendar in which this Agreement expires the Association shall notify the District of its intention to bargain for a successor agreement.
- 6.2 The parties shall meet and negotiate in good faith on negotiable items on the successor Agreement after the submission by the District of its initial proposal. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 6.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall post an electronic copy on the District website. The District will provide twenty (20) printed copies to the Association.
- 6.4 Within reasonable time after written request, the District shall furnish the Association with two (2) copies of county and state required reports that are related to the meet and negotiate process, as well as copies of public budgetary information that it produces for the District.
- Not later than October 15, the District shall furnish to the Association a scattergram placement chart of all unit members basic salary schedule as of October 1.
- 6.6 Upon written request, the District shall furnish the Association with two (2) copies of non-confidential materials, that are furnished to the Board members prior to the Board meetings and are reasonably related to meet and negotiate process, and any similar materials that are furnished during a Board meeting which are open to inspection by the public.
- 6.7 The District will submit five (5) copies of its initial proposal to the Association within thirty (30) days of receipt of the Association's proposal.
- 6.8 Copies of materials described herein shall be provided to the Association without charge.
- 6.9 Either party may utilize the services of outside consultants in the negotiations.
- 6.10 Negotiations shall take place at mutually agreeable times and places during the regular school day. The agenda for each bargaining session shall be established before the end of the prior meeting.
- 6.11 The Association shall designate not more than five (5) representatives for the purpose of release time, without loss of compensation, for the purpose of meeting and negotiating with the District's representatives.

ARTICLE VII: MAINTENANCE/APPLICATION OF STANDARDS

7.1 The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement, unless otherwise provided by the express terms of the Agreement, subject to the provisions of ARTICLE IX, SAVINGS, AND ARTICLE X, STATUTORY CHANGES.

ARTICLE VIII: NON-DISCRIMINATION

8.1 The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, gender identity or gender expression, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

ARTICLE IX: SAVINGS

- 9.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 9.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, a calendar of agreed times and dates shall be established for negotiation on the matter related to the Court's decision.

ARTICLE X: STATUTORY CHANGES

10.1 Matters included in this Agreement which are changed by the amendment or addition of statutory guarantees now provided in California or federal law shall be negotiated.

ARTICLE XI: GRIEVANCE PROCEDURES

11.1 Purpose

11.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

11.2 Procedure

- 11.2.1 Level I: The affected grievant shall first discuss the matter with the immediate supervisor in an effort to resolve the matter informally.
- 11.2.2 Level II: Any grievant who, after attempting an informal resolution, believes that the dispute has not been resolved, may reduce the matter to writing within fifteen (15) days after the act or condition giving rise to the dispute or within fifteen (15) days of when the grievant should have known of the act or condition giving rise to the dispute. The dispute will be presented to the immediate supervisor on a District form and shall include:
- The name of the grievant.
- The provision or provisions of the Agreement alleged to have been violated.
- A statement describing how the District is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the dispute), the decision rendered at Level One, if any, and the remedy sought.

The immediate supervisor shall issue a preliminary written response within ten (10) days of receipt of the form.

- 11.2.2.1 Within five days of the preliminary written response, the grievant may request that the dispute be submitted to conciliation by the Public Employment Relations Board (PERB). A copy of the request shall be provided to the Superintendent at the time it is filed.
- 11.2.2.2 If the conciliation process does not result in a settlement, or if the grievant does not request conciliation, a final written answer shall be issued by the Superintendent. The final written answer shall be issued within ten (10) days of conclusion of the conciliation process or within ten (10) days of receipt of the preliminary written response, whichever applies.
- 11.2.3 Level III: A dispute that is not resolved at Level Two may be appealed (1) to the Board or (2) to binding arbitration at Level Three. The selection of either option (1 or 2) precludes utilization of the other option. The appeal must be filed within fifteen (15) days of the issuance of the denial at Level Two.
- 11.2.3.1 If the appeal is made to the Board, the appeal shall state why the Level Two denial was unsatisfactory and what facts and/or conclusions are being appealed.

The Board shall hold a hearing on the matter with the grievant (and the grievant's representative, if there is one) and shall issue a written decision within thirty (30) days of the hearing.

- 11.2.3.2 If the appeal is made to arbitration, the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or pursuant to the procedures of the California State Mediation and Conciliation Service. The Association shall control its participation and financial responsibility to unit members for the arbitration process through internal procedures.
- 11.3.3.3 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue or issues submitted for arbitration. The arbitration shall not determine any other issue or issues. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review the decision solely to determine whether the decision has violated the Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the District.
- 11.3.3.4 After a hearing on the merits, the arbitrator shall issue a written Decision and Award which sets forth findings of fact, reasoning, and conclusions on the precise issue or issues submitted. The arbitrator shall not add to, subtract from, modify, alter, or amend any provisions or procedures contained in this Agreement. The arbitrator's Decision and Award may include restitution, financial reimbursement, or other proper remedy except monetary damages or penalties. No dispute shall be filed or heard regarding:
- The discharge of a probationary unit member.
- The failure or refusal of the District to rehire or retain in employment any probationary unit member.
- The decision of the District granting or refusing to grant any study, professional growth, or unpaid leave of absence.
- The contents of an evaluation.
- 11.3.3.5 The arbitrator's Decision and Award shall be submitted to the Board and the Association for review and implementation.
- 11.3.3.6 Costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.
 - 11.3.3.7 The parties may, by mutual agreement, utilize expedited arbitration.

ARTICLE XII: MEMBERSHIP DUES

Membership Dues or Fees and Payroll Deductions

- 12.1 Any bargaining unit member who is a member of the Guadalupe Teachers Association, or who has applied for membership, may sign and deliver to the Exclusive Representative an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Exclusive Representative. Pursuant to such authorization and as confirmed in a written notification from the Exclusive Representative, the District shall deduct one-tenth of such dues from the regular salary warrant of the teacher each month for ten months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 12.2 Withdrawal from the Exclusive Representative will be in accordance with the Exclusive Representative's bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Exclusive Representative. The Exclusive Representative is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.
- 12.3 Exclusive Representative agrees to furnish any information needed by the District to fulfill its contractual obligations under the provisions of this Article.
- 12.4 Exclusive Representative agrees to pay to the District all legal fees and legal cost incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board concerning the Membership Dues provisions of this Agreement or implementation thereof provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 12.5 Exclusive Representative shall indemnify and hold harmless the District, its officers, agents and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board concerning the Membership Dues provisions of this Agreement (or their implementation), provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried or appealed.

ARTICLE XIII: ASSOCIATION RIGHTS

13.1 Mail Facilities

13.1.1 The Association shall have the right to use unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.

13.2 Bulletin Boards

13.2.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

13.3 Use of Building and Equipment

13.3.1 The Association and its members shall have the right to make reasonable use of school equipment, as specified herein, buildings and facilities that do not interfere with School District operations. Such District equipment shall include communications, copying, calculating, and publishing technologies. For the use of buildings and facilities, the Association shall submit a written request to the superintendent for prior approval. The use of District equipment, as described herein, shall take place only on school property.

13.4 Access to Worksite

13.4.1 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that such contact does not interfere with District assignments and obligations of unit members.

13.5 Access to Information

13.5.1 The District, upon request by the Association, agrees to furnish to the Association, within five (5) days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board and other information regarding unit members that is not restricted by law. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative.

13.6 Board Agenda

13.6.1 The Board shall place on the agenda of each regular Board meeting as one of the first three items for consideration under "New Business", any matters brought to its consideration by the Association provided that such matters are made known to the

Superintendent according to regular Board agenda procedures and providing that such items are not topics that should be discussed in the meet and negotiate process.

13.7 **Meeting Days**

- 13.7.1 The first and second Wednesday of every month shall be reserved for Association business. If school is not in session on the first and second Wednesday of the month, the Association may use the third and fourth Wednesday of the month. On these Wednesdays, the Association may hold general meetings, committee meetings, or may meet other needs of the membership. Teachers may attend Association meetings after pupils have been dismissed from regular classes unless involved in assigned duties or meeting with parents or students or involved in essential school business.
- 13.7.2 Representatives on any District committee are not authorized to deal with matters which fall within the scope of representation. Such District committee action shall not be binding nor implemented without bargaining.
- 13.7.3 The Association shall be provided with thirteen (13) days of release time per year for Association business for the President or designee. Additional days may be granted upon mutual agreement between the Superintendent and the President. The Association shall reimburse the District for the cost of the substitute or substitutes for release time for Association business.

ARTICLE XIV: TRANSFERS AND REASSIGNMENTS

14.1 Voluntary Transfers/Reassignments

- 14.1.1 A transfer is the movement of a unit member from one school or work site to another school or work site.
- 14.1.2 A reassignment is when a unit member's assignment is changed from one subject area to another subject or from one grade level to another grade level at the same school or work site.
- 14.1.3 A unit member may submit a request for transfer or reassignment at any time, whether or not a vacancy exists. Such requests shall be valid until the week prior to the opening of the following school year. A unit member may also submit a request for a transfer or reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. Such a request will be given full consideration and will be kept on file until the vacancy has been filled.
- 14.1.4 Criteria for Transfer or Reassignment. The following criteria shall be used when considering transfer or reassignment requests:
 - a. The needs and efficient operation of the District.
 - b. The contribution the unit member can make in the new position.
- c. The qualifications, including the experience and recent training of the unit member, compared to those of other candidates for both the position to be filled, and the position to be vacated.
- d. The length and quality of the service rendered to the District by the unit member.
- e. The recommendation of the administrator to whom the unit member is currently responsible, and the administrator where the vacancy exists.
 - f. The preference of the unit member.
 - g. Unit member certification authorization.
 - h. Affirmative action goals of the District.
- 14.1.5 The filing of a request for transfer or reassignment is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer or reassignment may be withdrawn by the unit member in writing at any time prior to official notification of transfer or reassignment approval.
- 14.1.6 The Superintendent shall notify appropriate administrator(s) of unit member requests for transfer or reassignment. If appropriate vacancies develop, full

consideration shall be given to all unit members who submitted properly completed transfer or reassignment requests for such vacancies.

- 14.1.7 The Superintendent shall give the unit member, and appropriate administrator(s) official notification of the disposition of the voluntary transfer or reassignment request.
- 14.1.8 If a unit member's request for voluntary transfer or reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reason for denial.
- 14.1.9 Unit members returning from leave shall be afforded all rights provided under paragraph 14.1. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

14.2 Employer-Initiated Transfers/Reassignments:

- 14.2.1 Involuntary Transfer/Reassignment: Involuntary transfers or reassignment of a unit member will not take place if qualified volunteers are available. However, an involuntary transfer or reassignment may be made by the administration at any time for any of the following reasons:
- a. To balance the certificated staff of the District or a school by considering factors, including, not limited to, experience, training and meeting affirmative action goals.
- b. To accommodate a change of enrollment necessitating transfer or reassignment of unit members.
 - c. To improve efficiency of the District.
 - d. To implement Federal or State regulatory requirements.

A list of the District's vacant assignments, within the individual's present position classification, will be made available to each unit member being considered for involuntary transfer and reassignment.

- 14.2.1.1 A unit member may request a conference and/or a written statement regarding the reasons for the involuntary transfer or reassignment, as well as reasonable District assistance in moving the unit member's teaching materials to the new location, if said transfer or reassignment occurs during a school year. The unit member may have an Association representative present as conferee at the conference described herein.
- 14.2.1.2 In instances of involuntary transfer or reassignment, the Superintendent shall notify unit members involved of his final decision as soon as possible. Under normal circumstances, unit members shall not be involuntarily transferred or reassigned in two consecutive years and unit members who have been involuntarily transferred or reassigned shall be given first consideration to return to their former positions if those positions subsequently become vacant. Furthermore, the District will not transfer or

reassign a unit member in a K-6 assignment in such a manner that the unit member would, as a result of the transfer or reassignment, be required to involuntarily teach a combination class two (2) consecutive years.

- 14.2.1.3 If a unit member is involuntarily transferred or reassigned, as described herein, a letter shall be given to the unit member and a copy placed in the personnel file, indicating that the quality of the unit member's service in the previous assignment was not the reason for the transfer or reassignment.
- 14.2.2 Administrative Transfer or Reassignment: A transfer or reassignment may also be made by the administration for any of the following reasons:
- a. Opportunity to evaluate a unit member in a different school or location, when prior formal evaluations have noted areas of administrative concern, as provided for in the evaluation procedures portion of this Agreement.
 - b. Improvement of learning conditions.
 - c. Betterment of school or department.
 - d. Significant personality conflicts.

A member may request a conference and/or written statement regarding the reasons for the administrative transfer or reassignment, as well as reasonable District assistance in moving the unit member's materials to the new location, if said transfer occurs during a school year. The unit member may have an Association representative present as a conferee at the conference described herein.

14.2.3 Transfers and Reassignments due to School Closing:

- a. If a particular school is to be closed, then the unit members at that school shall be accorded first consideration for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
- b. The unit member from the closed school shall be accorded first consideration for filling all vacancies that arise for which they have appropriate credential.

14.3 Notification of Assignment

14.3.1 Each unit member shall be given written notice of the next year's tentative assignment by June 1 of the current school year. Such notice shall specify the building, grade level and subject area to which the unit member shall be assigned. If it is necessary to make changes in that assignment prior to the opening of the next school year, the teachers will be notified in writing as soon as possible.

14.4 Vacancies

14.4.1 A vacancy is any vacated, promotional newly-created, or open position.

- 14.4.2 The Superintendent shall deliver to the Association and post at the District Office and all school offices, on EdJoin and LinkedIn, a list of all vacancies, promotional positions and new positions which occur during the school year for the following school year upon knowledge of vacancies. The list shall contain the following::
- a. A closing date which is at least five (5) working days following the date the notice was posted.
 - b. A job description.
 - c. Qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy, promotional position or newly created position shall be made until the closing date. Qualified unit member applicants will be given full consideration for all vacancies or newly created positions. All factors being equal, seniority shall prevail.

- 14.4.3 The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a valid e-mail or mailing address for the summer or period of leave.
- 14.4.4 If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied.
- 14.4.5 The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy, promotional position or newly created position.

14.5 Seniority

- 14.5.1 Seniority for the purposes of transfer and reassignment is defined as the unit member's initial date of service in the bargaining unit with the following provisions:
- a. Unit member with the same initial date of service shall have their seniority number determined by lottery.
- b. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect for the unit member while employed in the District.
- c. A unit member on an approved leave of absence other than to a non-bargaining unit position within the District shall continue to earn seniority while on such leave.
 - 14.5.2 A unit member's seniority shall accrue during layoff.

- 14.5.3 Seniority for the purposes of lay-off is defined as above with the exception that the following criteria shall be applied in order in determining seniority of unit members with required credential in the event of the same first date of said service:
 - (1) Bilingual certification.
- (2) Spanish language proficiency, with the unit member in training for bilingual education certification.
- (3) No bilingual certification nor Spanish language proficiency, but the unit member in training for bilingual education certification.
- (4) No bilingual certification, the unit member not in training for bilingual education certification. Spanish language proficiency shall be established by a mutually selected written test and oral interview related to bilingual education administered and scored by at least two (2) mutually selected outside consultants.

Summer School Selection Process

14.6 Qualified unit members will have priority over non-District employees when filling certificated summer school positions. If more than one unit member applies for a summer school opening, an applicant who is qualified for the position and who applied, but was not selected, for the previous year shall have priority over other applicants.

Teacher on Special Assignment ("TOSA")

14.7 Notwithstanding any other provision of this Agreement, a unit member who has been designated as a TOSA shall be returned to his or her original assignment if the TOSA designation did not exceed two (2) school years.

Classroom Relocation

14.8 If the District relocates a unit member to another classroom while school is in session, the District will provide either two (2) substitute days or two (2) day's per diem. If the District relocates a unit member to another classroom two (2) years in a row, the District will provide either two (2) substitute days or two (2) day's per diem. The District will determine whether substitutes or per diem will be provided on a case-by-case basis.

ARTICLE XV: EVALUATION

It is understood and agreed by both parties that the principle objective of this Article is to maintain or improve the professional performance of the teacher, thereby increasing the quality of education in the District. The provisions of this Article constitute the procedures to be utilized for the evaluation of teacher as set forth in Education Code Sections 44660, et seq., or their successors, commonly referred to as the "Stull Bill." The summative Evaluation Form is attached to this Agreement as Appendix D. Unit members who are non-instructional personnel shall be evaluated and assessed pursuant to Education Code Section 44662(c) on the Danielson form.

New technology with digital documentation and tracking will be utilized for certificated personnel evaluations. The platform provides improved user-friendliness, transparency, efficiency, and management. No change will occur to current confidentiality, content as basis of evaluation, nor timelines with this transition.

General Provisions

- 15.1 The District shall evaluate and assess unit member performance based on the following:
- The progress of pupils toward the standards established pursuant to Education Code Section 44662(a) and if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
- Identified domains of the "Danielson Framework."
- The instructional techniques and strategies the teacher uses.
- The teacher's adherence to curricular objectives.
- The establishment and maintenance of a suitable learning environment within the scope of the teacher's responsibilities.

15.2 Evaluations shall not refer to:

- Evaluation and assessment of unit member competence based upon the use of publishers' norms established by standardized tests as provided by Education Code Section 44662(e);
- A teacher's freedom of speech or use of materials unless such speech or use of materials interfere with the educational processes of the District;
- The private, political, or organizational activities of any teacher unless such activities interfere with the educational process of the District;
- Allegations or hearsay statements about a teacher;
- Any aspect of the educational program over which the teacher has no authority;

- An evaluation made by another unit member; or,
- Self evaluation reports made by the teacher.
- 15.3 The evaluation cycle for each school year shall span not less than four (4) school months nor more than seven and one-half (7.50) school months for teachers and not more than nine and one-half (9.50) months for non-instructional personnel.

Teacher Evaluation Process

- 15.4 A permanent teacher shall be evaluated in writing by the evaluator at least once every other school year. A permanent teacher who satisfies all of the criteria set forth in Education Code section 44664(a)(3) may be evaluated at least once every five (5) years. The criteria are:
- Employed by the District for ten (10) years;
- Previous evaluation rated the unit member as meeting or exceeding standards;
 and,
- The evaluator and unit member agree to the five-year cycle.

The unit member or the evaluator may withdraw consent at any time. The reason or reasons for withdrawal shall be provided to the other party. The person responsible for the withdrawal shall forward a copy to the District and the Association.

- 15.4.1 A probationary teacher shall be evaluated in writing by the evaluator at least once each school year.
- 15.4.2 A teacher employed on a temporary contract may be evaluated pursuant to the provisions of this Article.
- 15.4.3 A teacher employed on an emergency permit or credential waiver shall have his or her performance monitored by the site principal, designee, or assigned evaluator.
- 15.4.4 With regard to permanent teachers who volunteer, the evaluation process may, with the agreement of the evaluator, utilize a three-person structure ("triad") consisting of two (2) teachers who are scheduled for evaluation and the evaluator. The teacher component of the triad shall self-select. A self-selected component shall request consideration by the evaluator prior to the beginning of the school year in which the evaluation is scheduled. The teachers of a triad act as peer coaches for each other.
- 15.4.4.1 With regard to probationary teachers, the process may, with the agreement of the evaluator, consist of a triad of the teacher and a TIP support provider, if the support provider is willing and available.
- 15.4.4.2 The teacher members of the triad shall submit proposals for release time or professional development activities to the evaluator.

- 15.5 Teachers will be notified by the 2nd week of school if they are on an evaluation cycle to allow teachers time to consider the formation of a triad. The evaluator and the teacher or the triad shall meet and discuss the elements upon which the evaluation is to be based prior to October 15 of the school year in which the evaluation is scheduled and prior to the first formal observation. The meeting shall focus on:
- identified domains and sub-domains of the "Danielson Framework" ("Danielson") relating to teaching assignment of the unit members who are being evaluated;
- a calendar of observations and follow-up meetings; and,
- professional growth activities.
- 15.6 Each written evaluation shall be based upon at least one (1) formal observation for permanent teachers and at least two (2) formal observations for probationary teachers. Each formal observation shall focus on identified sub-domains of not more than one-half of the domains established by the Standards and identified by the evaluator as elements of the evaluation. The teacher shall be informed of the observation at least three (3) days in advance. Informal observations may be conducted at any time. A post-observation conference shall be held within five (5) days of an observation at the request of either the evaluator or the unit member.
- 15.7 The evaluation shall be based upon information collected through observation, conferences, and first hand knowledge of the total performance of the teacher. At least one (1) additional observation shall occur if the evaluator believes that an unsatisfactory rating may be included in the evaluation.
- 15.8 The evaluation should acknowledge and recognize outstanding instructional performance.
- 15.9 All evaluations shall be given to unit members who teach at least thirty (30) calendar days prior to the last school day scheduled for the current school year. Evaluations of non-instructional personnel shall be provided to the unit member on or before June 1st of the year in which the evaluation and assessment is made. There shall be a meeting between the evaluator and the unit member within five (5) workdays of receipt of the evaluation unless otherwise scheduled by mutual agreement. Thereafter, the written evaluation shall be submitted to the District Office.
- 15.10 When a teacher has received an unsatisfactory evaluation, the District shall annually evaluate the teacher until the teacher achieves a satisfactory or higher rating on the evaluation.
- 15.10.1 The evaluator shall assist in correcting any area of the evaluation rated as satisfactory with improvement needed. The teacher shall be assigned a support plan. Assistance shall include recommendations for improvement and other measures of assistance that will be made available to the teacher and will be developed jointly by the District and the Exclusive Representative.

- 15.10.2 A teacher who receives an unsatisfactory evaluation shall participate in a performance improvement plan with an available Peer Coach. The improvement plan (including measurable outcomes and time line) will be developed jointly by the District and the Exclusive Representative.
- 15.11 A teacher who receives an unsatisfactory rating on Section 1, 2, 3, or 4 of the evaluation form shall be evaluated annually until the teacher receives a satisfactory or higher rating on the evaluation or is separated from the District.

ARTICLE XVI: PERSONNEL FILES

16.1 Personnel Files

- 16.1.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 16.1.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:
 - a. Were obtained prior to the employment of the unit member involved.
 - b. Were prepared by identifiable examination committee members.
 - c. Were obtained in connection with promotional examination.

Unit members shall have the right to inspect personnel file materials, upon request.

- 16.1.3 Information of a derogatory nature, except material excluded in accordance with paragraph 16.1.2 above, and formal written complaints as set forth in paragraph 16.2.1, inclusive, below, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Notice shall be given within five (5) days of receipt by the District. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours.
- 16.1.4 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 16.1.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent or designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.

16.2 Complaints Against Unit Members

16.2.1 A complaint against a unit member shall be processed pursuant to the District's Uniform Complaint Procedure. The principal shall attempt to hold a meeting between the complaining party and the unit member. A unit member may be accompanied to the meeting by another teacher. Should the ultimate disposition of the

complaint result in derogatory material being placed in the personnel file, the unit member may initiate the grievance process at Level II, paragraph 11.2.2.

16.3 Academic Freedom

- 16.3.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship for restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions. Accordingly:
- a. A unit member shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
- b. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. Unit members, however, shall not utilize their position to indoctrinate students with their own personal, political and/or religious views.
- 16.3.2 The personal life of a unit member is not an appropriate concern of the District for purpose of evaluation or disciplinary action unless it prevents the unit member from performing their assigned duties.
- 16.3.3 A unit member shall be entitled full rights of citizenship, and no religious or political activities or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE XVII: CLASS SIZE

17.1 The allocation of full-time staffing units to the District's schools shall be established by the Board of Trustees. The number of students per staffing unit shall not exceed the maximum limitation established by State and Federal agencies, as follows:

SDC: Goal 10, Average 12, Maximum 14

T-K, Kindergarten: Goal 24, Average 31, Maximum 33

1st through 3rd Grades: Goal 24, Average 30, Maximum 32

*T-K through 3rd Grade: Goal 24, Average 26, Maximum 28

4th through 8th Grades: Average 29.9

*4th through 6th Grades: Goal 26, Average 28, Maximum 30

*7th and 8th Grades: Goal 29, Average 29.9 (excluding large-group

instruction classes)

Implementation of the provisions designated by * are subject to inclusion in the LCFF, and continued LCFF funding for the 2020-2021, 2021-2022, and 2022-2023 school years.

- 17.1.1 At T-K and Kindergarten through 3rd Grade, the District is committed to achieving and maintaining the 1:24 Goal across the Grade Span.
- 17.1.2 At 4th, 5th, and 6th Grades, the District is committed to achieving and maintaining the 29.9 average for each grade level, dependent upon student enrollment patterns and fluctuations.
- 17.1.3 When a self-contained grade level averages more than 28 students, affected staff and Principals will meet to discuss options for leveling. Meetings may include a designated administrative team member.
- 17.1.4 For 7th and 8th Grades, it is recognized that individual class sizes are driven by student schedules instead of general enrollment patterns or fluctuations. Full-time teachers of core classes (e.g., Math, Science, ELA, Social Studies) shall be assigned no more than one hundred ninety-two (192) student contacts per day. Full-time teachers of large-group instruction classes (e.g., Physical Education, Band, Choir, Student Government) shall be assigned no more than two hundred forty (240) student contacts per day.
- 17.2 For Kindergarten through 6th Grades, the site Principal shall adjust class size within the first four (4) weeks of school so that no more than a five (5) student difference exists within the same grade classes at a school site, excluding departmentalized classes. When a new student enrolls, reasonable efforts will be made

to place the student in the class with the lowest enrollment at the grade level. The differential shall be maintained throughout the school year.

- 17.2.1 Every effort will be made to ensure that self-contained combination and Intervention classes are smaller than the respective single-grade class sizes and the differential limitation of this paragraph shall not apply.
- 17.2.2 Upon request, the District shall provide the Association President with an end-of-attendance-reporting-period report on the number of students enrolled in each classroom.
- 17.3 If a class or classes exceeds the maximum number of students that qualifies for Grade Span Adjustment ("GSA") program funding, the teachers at that grade level shall meet with the Principal and Superintendent to discuss and determine what mitigation measures would be recommended to the District in response to the loss of funding. In the absence of a mutual agreement to incorporate the provisions of this paragraph (or other mutually agreed on terms) into a successor agreement to this Agreement, this paragraph shall expire as of the ratification date of the successor agreement.

ARTICLE XVIII: WORK YEAR AND PROFESSIONAL WORKDAY PROVISIONS

18.1 Length of Work Year

- 18.1.1 The work year for unit members shall be one hundred eighty-four (184) days. There are two (2) non-student work days prior to the first school day of the school year. One (1) of the two (2) days will be designated as a classroom preparation day unless the Association designates it as a half-day and applies the remaining half-day to one of the other calendared non-student work days when the calendar is developed.
- 18.1.2 Teachers in their first year of service to the District (new hire) will work an additional two (2) mandatory extra-duty days for training, orientation and/or professional development purposes. New teachers will be compensated at their daily rate for the two (2) extra days. New teachers hired for the 2021-2022 school year will have the option to participate in the two (2) extra duty days (required of new hires) in the 2022-2023 school year.
- 18.1.2.1 The District will schedule up to one (1) hour for GTA's New Employee Orientation prior to the start of student instruction.

18.2 **Professional Workday**

- 18.2.1 The workday is a professional day, which begins thirty (30) minutes before the school day. Each workday includes a 35-minute lunch period during which no duties are assigned. The workday is a minimum of six and one-half (6.5) hours, exclusive of lunch.
- 18.2.1.1 Unit members are at the school site until their professional responsibilities for the day are completed as follows:
- Provisions of Appendix G Baseline Meeting Schedule
- Regular School-Day Schedule: Unit members remain at the school site until their professional responsibilities for the day are completed.
- When Staff Development is scheduled by the District and/or site, the Professional Day may conclude at 4:00 p.m. Unit members will have at least 10 work days notice of scheduled Staff Development. If a scheduled Staff Development goes beyond 4:00 p.m., unit members who continue to participate will be compensated at the extra duty hourly rate commencing at 4:00 p.m. until the conclusion of the Staff Development. Administration will make efforts to limit mandatory Professional Development that extends beyond 4:00 p.m.
- Early release days result from increasing instructional minutes during the remainder of the instructional days.
- 18.2.1.2 Unit members are responsible for the completion of all daily professional duties and responsibilities including non-teaching duties and meetings (e.g., any pre-

scheduled meeting with parents, students, or administration, school site faculty meetings, PLCs, Articulation, IEPs, SSTs, and Parent-Teacher Conferences).

- 18.2.1.3 Unit Members may be required to attend no more than one (1) school site faculty meeting per week. Teachers shall attempt to hold one (1) parent/ teacher conference per student by the end of the first instructional period.
- 18.2.1.4 Teachers' professional responsibilities include attendance at Back-to-School Night, Open House, or similar evening event. Teachers will be available for parent conferences on one evening per conferencing period. Unit members shall not be required to remain later than 8:00 p.m. for non-paid evening events and shall not be required to work on weekends. On those days when unit members are required to return for an evening meeting, the unit member shall be permitted to leave school at the end of the student instructional day.

18.2.2 The maximum teaching minutes per school year shall not exceed:

Transitional Kindergarten	36,000
Kindergarten:	36,000
Grades 1 - 4:	54,000
Grades 5 - 6:	54,260
Grades 7 - 8:	58,500

18.3 **Student Minimum Days**

- 18.3.1 In addition to the Wednesday Early Release days, each school's schedule includes nineteen (19) Student Minimum days as follows: the first and last days of student attendance, nine (9) parent/teacher conference days, days scheduled for Open House and Back-to-School Night, and one (1) record-keeping day at the end of each instructional period.
- 18.3.2 Transitional Kindergarten and Kindergarten teachers will have additional early release days equal to two (2) weeks at the beginning of the school year.

18.4 Work Load/Adjunct Duties

- 18.4.1 All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members. There will be no assigned morning yard duty.
- 18.4.2 Except as provided in paragraph 18.4.3, any services by a unit member beyond the contractually specified time, which involves non-classroom supervision of students, shall be on a voluntary basis.

- 18.4.3 A special-duty supervision assignment ("adjunct duty") is a Junior High School duty where a unit member supervises student behavior at an event (current school year events are set forth in Appendix F). Adjunct duties do not include "outside security." Adjunct duties will be filled by volunteers to the extent practicable as follows:
- Within the first thirty (30) days of each school year, a list of known dates for Junior High events and a request for volunteers will be distributed. Dates of additional events will be distributed at the staff meeting after the dates are set. A unit member will not be required to perform more than two (2) adjunct duties per school year, including voluntary duties listed in Appendix F.
- No more than two (2) Junior High unit members may be required for each event, unless the Principal determines that one (1) is sufficient. No more than three (3) unit members may be required for school dances. Any supervision in addition to the required levels shall be voluntary.
- If an insufficient number of unit members sign up as of five (5) school days prior to the event, the Principal or designee will assign the duties to a Junior High unit member(s) on a rotational basis.
- The maximum time span of any adjunct duty assignment is three (3) hours. If the assigned time for the duty is more than three (3) hours, the affected unit member shall be compensated at the contract hourly rate.

18.5 **Preparation Time**

- 18.5.1 Unit members who travel from one (1) school to another on a regular basis shall have the same right to planning/preparation period, lunch period, and physical relief breaks as do other unit members.
- 18.5.2 Each full-time classroom position at the Junior High School shall have a scheduled preparation period during the school day that is equivalent to a regular class period. If the Junior High School adopts a block-period schedule or other non-traditional scheduling pattern, the preparation period scheduling shall be equivalent to five (5) class periods per week or ten (10) class periods over two (2) weeks. On "testing days," preparation periods shall be scheduled unless otherwise agreed by the teaching staff.
- 18.5.2.1 Preparation periods for Junior High School Special Education teachers shall not be established on the school schedule, but shall be based upon placement of the Special Education students into other classes or activities consistent with the students' IEPs.
- 18.5.2.2 On a day that an SDC teacher does not have preparation time due to required student instruction or supervision pursuant to a student's IEP, the teacher shall be paid his or her prorated hourly rate of pay.

18.5.3 Based upon continuation of funding for Elementary and Intermediate preparation time in the Board-adopted LCAP, preparation time (1) for TK and K classes depends on enrollment and the bell schedule and (2), for grades 1-6, will consist of one hundred (100) scheduled minutes per week. Unless LCAP funding is eliminated, any modification to the amount of the prior year's time is subject to negotiations. Negotiations pursuant to this provision do not constitute a re-opener as set forth in ARTICLE I, paragraph 1.3.

18.6 Participation on Committees

- 18.6.1 Unit member participation on all District committees shall be on a voluntary basis.
- 18.6.2 The Association may appoint up to two (2) member/representatives to serve on any District committee which defines educational objectives, determines the content of courses and curriculum, and selects textbooks, to the extent such matters are within the discretion of the District. Membership on the committee satisfies the District's obligation to consult with the Association as set forth in Government Code Section 3543.2(a).

18.7 **Job Sharing**

- 18.7.1 Job Sharing is a program where two (2) unit members ("team") share the duties and responsibilities of one (1) full-time teaching position. Each Job Sharing assignment is made for one (1) school year. At the end of the school year, each team member shall be returned to the position held prior to the Job Sharing assignment.
- 18.7.1.1 The number of unit member participants in the Job Sharing program for any one year shall not exceed fifteen percent (15%), rounded to the nearest whole number of the total number of unit members employed by the District as of October 1 in the selection year.
- 18.7.1.2 A Job Sharing assignment may be made available to a unit member team where each unit member:
- Has received a satisfactory or better rating on the most recent evaluation;
- Possesses an appropriate credential; and,
- Has submitted an application.

At least one (1) prospective team member must have achieved tenure in the District.

18.7.2 Each team shall perform all of the usual customary duties of a teaching position.

- 18.7.2.1 Notwithstanding any other provision of this Agreement, each team member shall attend the following regular District and school site functions as a part of the assignment:
- District Teacher Work Days (Room Preparation);
- Back-to-School and Open House Night, and;
- Parent-Teacher Conferences.
- 18.7.2.2 At least one (1) team member shall attend the following regular District and school site functions as a part of the assignment:
- District Teacher Work Days (excluding Room Preparation);
- In-service or staff development days, and;
- All school site staff meetings (based on team schedule).
- 18.7.2.3 When a school site is in "program improvement" status, a team member who is off schedule is strongly encouraged to attend in-service or staff development days. The affected team member shall elect to receive either the hourly rate or comp time.
- 18.7.3 The instruction schedule for the team shall be determined during the application and selection process.
- 18.7.4 An approved Job Sharing assignment may be terminated by the District at the end of the first semester in the event the District determines that the assignment has become instructionally or organizationally unsuccessful.
- 18.7.5 The total compensation package cost to the District for each job-shared position shall not exceed the cost for one (1) full-time equivalent position.
- 18.7.5.1 The salary for each team member shall be based on the member's placement on the Certificated Salary Schedule and shall be prorated based on the ratio of the member's teaching assignment to a full-time teaching assignment.
- 18.7.6 By February 15 of the preceding school year, each potential Job Sharing team shall submit a written application to the Superintendent. The submission should include the following:
- A letter requesting a Job Sharing assignment from each potential team member;
- Site and grade preference;
- The reasons for the Job sharing assignment request, and,
- A commitment of one (1) school year to the Job Sharing program.
- 18.7.6.1 A Job Sharing assignment shall not be established until both applicants and the District have agreed upon the specifics of the Job Sharing assignment including

a detailed narrative addressing lesson planning, teaching, evaluating and communicating with one another and with parents, staff and administration; and performing adjunct duties.

- 18.7.6.2 The Superintendent shall screen all applications based upon credentials, satisfactory evaluation in all areas, proper application and meeting criteria set by the site.
- 18.7.6.3 Where the prospective team is not composed of two (2) unit members, a non-employee applicant who is recruited by the unit member, if approved and hired by the District, may complete the team.
- 18.7.6.4 The Superintendent shall make a recommendation to the Board of Trustees for all Job Sharing assignments. The Board shall make the final decision with regard to the Superintendent's recommendations.

18.8 Parent Conferences

- 18.8.1 Each year the week following each of the two (2) progress report periods will be conference weeks.
- 18.8.2 There will be five (5) minimum days each week of parent conferences for a total of ten (10) minimum days, eight (8) of which will fall on days other than Wednesday.
- 18.8.3 All certificated staff may leave campus immediately following the end of the instructional day and shall return to campus fifteen minutes before the start of the Parent Conferences.
- 18.8.4 All Preschool through 6th teachers shall make reasonable efforts to meet individually with the parent(s) or guardian(s) of each and every student assigned to them during both weeks of parent conferences.
- 18.8.5 Seventh (7th) and Eighth (8th) grade teachers are expected to make reasonable efforts to meet individually with the parent(s) or guardian(s) of each and every student assigned to them during the both weeks of parent conferences.
- 18.8.6 GUSD will make reasonable efforts to provide interpreter services for parent conferences that require this support.
- 18.9 Two weeks prior to conference week, teachers will provide administratorreviewed time slots for parent conferences to include evening meeting times. Teachers will accommodate parent requests for conferences, including but not limited to morning, afternoon and evening hours. At the end of the first week, teachers will call to assist

parents in scheduling appointments. If a teacher is unable to accommodate a requested conference time, he/she will notify the site administrator for assistance.

18.10 At a parent's request, unit members may utilize video conferencing for parent conferences in lieu of in-person conferences.

18.11 Resource Teachers

Certificated staff serving in the capacity of a special education teacher/resource specialist shall coordinate and participate with all assigned students' general education teachers during parent teacher conferences. Special education teachers serving as a teacher of record shall coordinate parent teacher conferences in accordance with Article XVIII.

18.12 Rainy Day Schedule

In the event of a rainy day schedule, teachers may be required to open their classrooms for students 15 minutes prior to the start of the instructional day based on the site Leadership Team's rainy day plan. The site rainy day plan is subject to the approval of the Superintendent. Teachers will be relieved for recess break, but students will be allowed to remain in the classroom with supervision. A teacher may be excused from opening their classroom if the teacher is involved in a pre-scheduled meeting, and/or professional commitment.

18.13 Co-teaching

- 18.13.1 Co-teaching is defined as a daily instructional delivery approach in which general and special education educators share responsibility for planning, delivery and evaluation of instructional techniques for a group of students. General and special education educators work in a coactive and coordinated fashion, which involves the joint teaching of academically and behaviorally heterogeneous groups of students in inclusive settings.
- 18.13.2 Assignment to co-teaching sections/classes will be based on expertise of both the general and special education teacher and site/student needs as directed by the District. If the District determines that a co-teaching assignment is needed, current co-teaching partners will be offered the opportunity to continue co-teaching for the following year first. If the District is still in need of additional co-teachers, the District will then seek volunteers. Co-teaching assignments will be assigned on a rotation basis if no volunteers are found. Co-teachers will be notified of their co-teaching assignment no later than April 15th of the preceding school year.
- 18.13.3 All co-teaching teams will be provided two (2) days of training, prior to the first day of the teacher work year. Additional professional development may be provided during the work year. The District shall convene a meeting with all co-teaching teachers no later than May 15th of the current school year to develop a comprehensive year long professional development plan for the upcoming school year.

- 18.13.4 Co-teaching teams may have up to two (2) days or thirteen (13) hours of additional planning and collaboration time, coordinated with site administration, prior to the first day of the teacher work year. This time is to be completed outside of the teacher's contractual/ professional day and will be submitted on a timesheet.
- 18.13.5 During the work year and after commencement of the co-teaching assignment, with dates/times coordinated with district administration, co-teaching teams shall have one (1) additional hour per week for co-planning purposes. This hour can be provided in one of two models: 1) one (1) hour of additional time scheduled into the co-teachers contractual work week to specifically focus on co-planning, or 2) compensation on a timesheet for one (1) additional hour of co-planning per week outside of the co-teachers "professional workday." The determination of which model for the additional hour will be made by the District.
- 18.13.6 To the extent possible, school administrators shall endeavor to give coteaching partners a common preparation period.
- 18.13.7 Responsibilities of the co-teaching assignment may be divided and/or allocated according to a plan designed by the co-teaching partners with the approval of the district administrator.
- 18.13.8 The special education students within the co-teaching classes/sections will be assigned by the IEP team.
- 18.13.9 Program evaluation will occur biannually with co-teachers, site-administrators and the Director of Special Education.
- 18.13.9.1 Within the first 45 days of the school year, co-teaching teams will meet with the Director of Special Education to evaluate student placement.
- 18.8.9.2 During the 3rd quarter of the school year, the co-teaching teams will meet with the Director of Special Education to determine student placement for the following year.

ARTICLE XIX: SAFETY

- 19.1 **District Compliance**. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations. The District will effectuate repairs on safety-related items as expeditiously as possible.
- 19.2 **Short-term Pupil Suspension**. When a teacher suspends a student from the teacher's class, the procedures required by the Education Code and Board Policy (including the applicable Administrative regulations) shall be followed. Each unit member shall be furnished with a copy of the current District Policy (including the applicable administrative Regulations) regarding student discipline at the beginning of each school year.
- 19.3 **Safety Committee**. District Safety Committee duties include reviewing health, safety, sanitation, working conditions, earthquake and disaster plan to ensure compliance with paragraph 19.1 and making recommendations to the Superintendent concerning improvement. GTA shall appoint one (1) unit member to represent each school site on this committee.
- 19.3.1 The unit members of the committee shall be allowed reasonable release time to carry out their obligations.
- 19.3.2 No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of paragraph 18.2.
- 19.4 **Safety Conditions**. Unit members are encouraged to be safety conscious in their own actions and to report any alleged or potentially unsafe or unhealthy conditions to their immediate supervisor. If the issue is not satisfactorily resolved, the matter may be submitted to the District Safety Committee.
- 19.5 **Pupil Transportation**. No unit member shall be requested or required to transport pupils in private vehicles.
- 19.6 **Specialized Health Care Procedures**. The District shall provide support personnel to conduct specialized health care procedures for students. The District will provide protective devices and facilities for unit members who may come in contact with or be expected to come in contact with a student's bodily fluids.

ARTICLE XX: LEAVES OF ABSENCE

The required leaves of absence listed in this Article are authorized by California or Federal law. The discretionary leaves of absence set forth herein have been established by the District as provided by Education Code section 44963. Unit members are eligible for paid and unpaid leaves of absence as set forth in this paragraph:

PAID LEAVES

- 20.1 Regular Sick Leave (Education Code section 44978): Every full-time unit member shall be entitled to regular sick leave on the basis of ten (10) days for the regular school year, plus one (1) additional day for a unit member on an 11-month (extended) contract, or two (2) additional days for a unit member on a 12-month (extended) contract. Sick leave for part-time unit members shall be prorated.
- 20.1.1 A unit member, may use accumulated sick leave at any time during the year for accident, illness, or quarantine. Unused sick leave shall accrue from school year to school year.
- 20.1.2 The District shall provide each unit member with a written statement of accumulated and credited sick leave total for the current school year as soon after the beginning of the school year as possible. Sick leave taken shall be charged on a pro rata basis. Unit members shall contact the District as soon as the need to be absent is known.
- 20.1.3 Sick leave also may be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.
- 20.1.4 Pursuant to Education Code section 44965, unit members shall be entitled to utilize sick leave for the period of time required to be absent by reason of pregnancy or childbirth.
- 20.1.4.1 The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor based solely on the unit member's physical ability to render service to the District.
- 20.1.4.2 A statement from the unit member's doctor as to the beginning of the leave shall be filed with the District Office.
- 20.1.4.3 The date of the unit member's return to service shall be based upon her doctor's analysis and written verification of the unit member's physical ability to render service to the District.
- 20.1.5 Upon exhaustion of all regular sick leave, a unit member who continues to be absent due to accident, illness, or quarantine shall receive, for up to one hundred (100) days, the difference between their pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.

- 20.1.5.1 As provided by Education Code section 44978.1, when the unit member exhausts the differential pay period, the unit member shall be placed on a re-employment list for a period of twenty-four (24) months if the unit member is on probationary status, or for a period of thirty-nine (39) months if the unit member is on permanent status. The unit member's return to work shall be as provided by Education Code section 44978.1.
- 20.1.5.2 The terms contained in paragraph 20.1.5, inclusive, of this Article are not intended to expand the benefits provided by Education Code sections 44977, 44978, and 44978.1.
- 20.1.5.3 The District may require verification by a licensed physician's or practitioner's statement that is acceptable to the District.
- 20.1.6 The District may require a verification by a licensed physician or practitioner for any absence which exceeds five (5) days. If the District has reason to believe that a unit member has returned to work, or will return to work, and is not yet fit to render service, the District may require verification by the unit member's doctor of the unit member's ability to return to work and render services to the District for any medical absence which exceeds ten (10) or more consecutive days, or was due to a surgical procedure.
- 20.2 Personal Necessity Leave (Education Code section 44981): Unit members may request to utilize up to seven (7) days of the ten (10) days of sick leave allowed pursuant to this Article in cases of personal necessity.
- 20.2.1 Personal necessity leave shall be granted upon notification for the following reasons:
- 20.2.1.1 Death or critical illness of a member of the unit member's immediate family.
- 20.2.1.2 Accident involving the person or property of the unit member or the person or property of a member of the unit member's immediate family. The accident must be of such a serious nature that the immediate presence of the unit member is required.
 - 20.2.1.3 Nationally recognized religious holidays.
 - 20.2.1.4 Family obligations.
 - 20.2.1.5 Such other reasons as approved by the District.
- 20.2.2 A unit member should, but shall not be required to, give advance notification for leave taken for the reasons set forth in paragraphs 20.2.1.1 or 20.2.1.2 of this Article. If the unit member is unable to give prior written notice, the unit member shall give verbal notice to the principal or designee prior to taking the leave, if possible, and shall provide written notice upon the unit member's return.

- 20.2.3 Personal necessity leave may be granted upon request for that portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances which the unit member cannot be expected to disregard and which may not be conducted at a time other than during the unit member's regular work hours.
- 20.2.4 Up to two days (2) of the seven (7) days of leave under this paragraph may be utilized by a unit member without having to state a reason. Three-day advance written notice is mandatory.
- 20.2.4.1 The days shall be limited to the equivalent of the unit member's contractual workday and shall be charged in one-day blocks of time.
- 20.2.4.2 No day before or day after Thanksgiving holiday or winter or spring recess may be utilized. No pre-school workdays or scheduled staff development days and days of final examinations may be utilized.
- 20.2.5 Except for leaves pursuant to paragraphs 20.2.1.1 or 20.2.1.2 of this Article, unit members shall file a written notice to take a personal necessity leave with the principal or designee at least three (3) days in advance of the day on which the personal necessity leave is intended to be taken.
- 20.2.5.1 If the need to utilize personal necessity leave is not known to the unit member within the three-day notice requirement, the written request shall be made as much in advance as possible.
- 20.2.5.2 If, due to circumstances beyond the unit member's control, it is impossible to provide written notice and the unit member determines to take time off, the unit member shall give verbal notice to the principal or designee, and shall file the leave request immediately upon return to duty. Upon request, the unit member shall specify the reason for the inability to file an advance notice along with appropriate supporting documents, if any.
- 20.2.6 With regard to requests under paragraph 20.2.1.5 of this Article, the District shall grant or deny requests for personal necessity leave, on a non-precedential basis, based upon the circumstances of each individual case.
- 20.2.6.1 The request for such leave shall be on the form specified by the District, dated and signed by the unit member, setting forth the nature of the personal necessity involved.
- 20.2.6.2 If the request is granted, the time off shall be charged to the unit member in the same manner as sick leave.
- 20.3 Bereavement Leave (Education Code section 44985): Every unit member shall be entitled to three (3) days, or five (5) days if travel of two hundred (200) miles or more is required, of paid non-cumulative leave of absence because of the death of any

member of the unit member's immediate family. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph. This leave shall not be deducted from sick leave.

- 20.4 Industrial Accident and Illness Leave (Education Code section 44984): A unit member shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative. Such benefits shall be in addition to other sick leave benefits provided by the District and shall commence on the first day of absence.
- 20.5 Sabbatical Leave (Education Code sections 44966 through 44976): A full-time unit member who has served a minimum of seven (7) consecutive years in the District may be eligible for a sabbatical leave.
- 20.5.1 Leaves may be granted by the District for any period of time it considers appropriate at one-half salary for the period of the leave.
- 20.5.2 Each unit member who has been granted leave shall file a written report immediately upon returning to active duty. The report shall include not only a summary of leave activities, but also an appraisal of the professional value of the leave.
- 20.6 Substitute Deduction Leave (Education Code section 44963): A unit member receives a maximum of sixty (60) working days of substitute deduction pay due to the spouse's, dependent children, or parent(s) illness or extended emergency upon approval of the District. The deduction for this leave is the amount actually paid to the substitute, or, if no substitute has been employed, the amount that would have been paid to the substitute.
- 20.7 Court Leave (Education Code sections 44036(a), 44036(c)): Paid leave for the actual time required to appear as a witness in court, other than as a litigant for gains of an individual or private nature, or to respond to official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member.
- 20.8 Jury Duty Leave (Education Code sections 44036(b), 44036(c): Paid leave for as many days as are required by the Court for regular jury service.
- 20.9 Parental Leave (Education Code 44977.5): Up to a total of twelve (12) work weeks per calendar year as long as an eligible unit member has sufficient Regular Sick Leave. The reasons for the leave are:
- Birth of a child of a unit member; and,
- A child has been placed with the unit member for adoption or foster care.

- 20.9.1 Eligible unit members may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. After exhaustion of sick leave, including accumulated sick leave by the unit member, and the unit member continues to be absent from his or her duties for parental leave, the unit member will be compensated no less than 50% for up to remaining balance of the 12 workweeks.
- 20.10 Family Sick Leave (Labor Code section 233). Up to ten (10) days of paid leave per calendar year to attend to the illness of a parent, child, or spouse, charged to Regular Sick Leave balance.
- 20.11 Military Leave (Military and Veterans Code section 395). Paid leave and unpaid leave as provided by applicable statutes.

UNPAID LEAVES

- 20.12 General Leave (Education Code section 44963): A unit member may apply for an unpaid leave of absence of up to twelve (12) calendar months for any purpose that is acceptable to the Employer. An unpaid leave of five (5) days or less is subject to approval of the Superintendent. A leave of more than five (5) days is subject to approval of the Board.
- 20.12.1 Unless otherwise required by law, the Employer's contribution to the Health Benefits Program terminates on the first day of the month following the month in which the unpaid leave commences.
- 20.12.2 The length of the leave, including its beginning and ending date, shall be specified by the District. If the leave is granted for a period of less than five (5) days, there will be no additional payroll deduction for health and welfare benefit payments.
- 20.13 Family Medical Leave Act: An unpaid leave that provides up to twelve (12) weeks in a 12-month period. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations.

General Provisions

- 20.14 Provisions for Salary and Fringe Benefits: Unit members on paid leaves of absence receive the health and welfare benefit contributions throughout the duration of the leave of absence. Unless otherwise required by law (e.g., FMLA/CFRA), unit members on unpaid leaves of absence of more than five (5) days will, as long as the practice is allowed by the insurance provider(s), maintain eligibility for health and welfare benefits set forth in Article XXI, SALARY AND VOLUNTARY FRINGE BENEFITS, by paying the District, on a schedule established by the District, the amount of money equal to the premium for the various fringe benefits for the period of the leave.
- 20.15 Return to Position: Except as otherwise provided by law, unit members returning from a paid leave of absence shall be reinstated to the school to which they were assigned when the leave was granted.

- 20.15.1 If the unit member was not assigned to a school at the time the leave was granted, then the unit member shall be returned to the employment status in effect at the time leave was granted.
- 20.15.2 Except as provided by law, when a unit member returns from an unpaid leave, an effort will be made to reinstate the unit member to the position held at the time leave was granted or to as nearly identical a position as possible.
- 20.16 Status of Leave Provisions: No unit member may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

ARTICLE XXI: SALARY AND VOLUNTARY FRINGE BENEFITS

Salary Schedule

- 21.1.1 The Certificated Salary Schedule for each school year shall be attached to this Agreement as Appendix A. The 2021-2022 certificated salary schedules will reflect a five percent (5%) increase over the 2020-2021 salary schedules.
- 21.1.1.1 Unit members, including those assigned to programs conducted under contract with an outside agency and to categorically funded projects, shall advance one (1) step on the salary schedule for each year of service, except those whose placement is at the maximum Step for their class.
- 21.1.1.2 A job share team member shall be eligible for step movement following the accumulation of the equivalent of one (1) year of full-time service. A unit member who job-shares for an odd number of school years shall be advanced one (1) step as of the first day of the second half of the school year following the unit member's return to a full-time assignment. Thereafter, step movements shall be effective as of the first day of the second half of the subsequent school year.
- 21.1.1.3 Course credit for salary placement and movement shall be given for upper division or graduate course work taken at four-year colleges, or universities or graduate schools which are accredited by the Western Association of Colleges and Universities and/or the National Education Council or District approved In service Semester hours (units) as defined by a particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (.667).
- 21.1.2 Unit members requesting a change from one column to another must file a request with the District no later than October 15th of each year. Supporting records or transcripts verifying completed units must be filed no later than October 15th of the ensuing year. If by October 15th, the unit member is unable to submit supporting records or transcripts, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification which indicates completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit document to the District as soon as it becomes available but no later than May 1 of the year in which credit on the salary schedule is granted.
- 21.1.3 Community college course work may be accepted for salary advancement with Superintendent pre-approval.
- 21.1.4 A teacher new to the District who has prior teaching experience in an accredited educational institution will receive up to 10 years of service credit for initial placement on the salary schedule.

21.1.5 The District will provide up to 10 years of service credit for initial placement on the salary schedule for active duty military service.

21.2 Health Benefits

- 21.2.1 The District provides a contribution towards the Medical, Dental, and Vision insurance package for bargaining unit members. A Health Benefits Pool has been established based on an allocation of ten thousand dollars (\$10,000) per full-time unit member. Dual-insured unit members may decline benefits by providing proof of dual-insured status and opt for a TSA at sixty-five percent (65%) of the District's allocation per full-time unit member.
- 21.2.1.1 The District's contribution on behalf of each unit member for the school year is determined based on the following formula:

(Unit FTE X \$10,000) - (Dual-insured X \$6500) = Pool

- 21.2.1.2 Yearly unit member contribution amounts shall be determined jointly between the Association and the District. If the District and Association are unable to reach a consensus on the unit member contribution levels, the Association shall determine the levels.
- 21.2.1.2.1 Any dollars in the pool that are not applied to unit member contributions for the current school year will be carried over and added to the allocation for the subsequent school year. The Association will confer and agree on the final carry-over amount as soon after July 1 of the school year as practicable.
- 21.2.1.3 Unit Members who have a job share team assignment are eligible to receive a prorated amount from the pool based on their assignment. A team member who has an assignment of fifty percent (50%) or greater is eligible for the health insurance package or may opt for a TSA contribution, if dual-insured. A team member who has an assignment of less than fifty percent (50%) is eligible for a TSA contribution only. A team member may "opt out" of the contribution. In that circumstance, the contribution will be utilized by the other team member.

21.3 Extra-Duty Stipends and Payments

21.3.1 Stipends in the amount of one thousand two hundred dollars (\$1,200.00) shall be paid for the following assignments:

Basketball Coaches

Cross-Country Coaches

Track and Field Coaches

Volleyball Coaches

Other sports teams (as approved by the District)

21.3.2 Stipends in the amount of one thousand two hundred dollars (\$1,200.00) shall be paid for the following non-sports assignments:

Cheerleader/Spirit Squad Advisor

Yearbook Advisors

AVID District Director

AVID Site Coordinators

MESA Advisors

Curriculum Council Representatives

Student Council Advisors

Student Newspaper Advisor

Service Club Advisors

Other extra-curricular activities (as approved by the District)

- 21.3.3 Stipends are paid when the designated unit member is responsible for duties of organizing, coordinating, and/or presenting the activity (attendance alone does not qualify). The stipend shall be paid at the end of the season for the sport or completion of the assignment for non-sports positions following submission of documentation required by the District. Stipends for year-long non-sports positions will be paid at the end of each semester.
- 21.4 A stipend of one thousand five hundred dollars (\$1,500.00) will be paid for designated Peer Coaches. The compensation shall be paid in two equal installments at the end of each semester.
- 21.5 A teacher who is designated by the District as the athletics coordinator for all sports shall receive three percent (3.00%) additional compensation for each year. The compensation shall be paid in two (2) equal installments at the end of each semester.
- 21.6 The District Band Director shall receive three percent (3.00%) additional compensation for each year. The additional compensation is for the purpose of providing band instruction and coordination and participation in external civic activities (e.g., parades, concerts) that are in addition to the unit member's regular instructional assignment. The compensation shall be paid in two (2) equal installments at the end of each semester.
- 21.7 A Teacher-in-Charge shall be paid his or her daily rate of pay or the daily rate of pay for principal for whom the teacher-in-charge is substituting, whichever is the higher amount. The work hours and workday for a unit member who is assigned as a teacher-in-charge shall be the same as the principal's workday. A unit member shall be

paid for any teacher-in-charge assignment based on submission of appropriate time cards.

- 21.8 Teachers who are approved by the District to work summer school, or other programs/projects shall be compensated at the District's hourly rate.
- 21.9 A teacher who is designated as a member of a leadership team shall receive an annual stipend of six hundred dollars (\$600.00). The additional compensation recognizes that leadership team members meet during the regular work day and provide services outside their regular work hours. An additional stipend of \$600 will be paid for an additional monthly meeting outside of the regular workday.
- 21.10 A Junior High teacher who substitutes on their preparation period receives compensation based on one-seventh (.143) of their daily rate of pay.
- 21.11 At the Elementary School and Intermediate School, if a regular substitute teacher is unavailable, the absent teacher's students may be redistributed to other teachers in the grade level or service area. When students are redistributed, teachers shall receive compensation of seven dollars and fifty cents (\$7.50) per student served.
- 21.11.1 Teachers who are co-teaching will split the compensation (\$7.50 per co-teacher) for redistributed students.
- 21.11.2 If a co-teacher is absent from school, the other co-teacher will receive one-half of the current daily substitute rate for teaching the entire class. This provision will not be retroactive.
- 21.12 Teachers who hold proper bilingual certification (BCLAD, or equivalent) shall receive a one thousand dollars (\$1,000.00) annual stipend.
- 21.13 Effective June 15, 2021, the hourly rate of pay for unit members shall be based on column III, step 6, divided by the number of contract days, divided by a 6.5-hour work day.
- 21.14 A unit member who holds a National Board Master Teacher Certification, Ph.D. or Ed.D. shall receive a one thousand dollars (\$1,000.00) addition to the unit member's annual salary.

21.15 Golden Handshake Retirement

21.15.1 During the term of this Agreement, a unit member who has completed at least ten (10) years of service to the District may apply for the state teachers retirement system "golden handshake," as provided by Education Code section 44929 (or its successor). The implementation of this paragraph is suspended for the term of this Agreement, subject to the terms of the "Side Letter Related to Paragraph 21.3."

ARTICLE XXII: CONSULTATION

- 22.1 The Association has the right to consult on the definition of educational objectives, the determination of the context of courses and curriculum and the selection of the textbooks.
- 22.1.1 The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

ARTICLE XXIII: NO STRIKE CLAUSE

- 23.1 It is agreed and understood that there will be no strike or strike related work stoppage, slow-down, or interference with the school operations of the District by the Guadalupe Teachers Association CTA/NEA, including compliance with the request of other labor organizations to engage in such activity. The parties recognize the duty and obligation of its representatives to comply with the provisions of this Agreement. In the event of a strike, or strike related work stoppage, slow-down, or interference with the operations of the District by unit members who are represented by the Guadalupe Teachers Association CTA/NEA, the Association agrees to request unit members to cease such action.
- 23.1.1 It is agreed and understood that there will be no lockout of unit members by the Guadalupe Union School District.
- 23.1.2 Application of this Article shall be suspended if the parties exhaust the impasse procedure during negotiations for the 2020-2021 school year or for the 2021-2022 school year without reaching an agreement.

ARTICLE XXIV: COMPLETION OF MEET AND NEGOTIATION

24.1 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the District or the Association shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated the executed agreement, and even though such subjects or matters were proposed and later withdrawn. However, upon mutual agreement, nothing in this provision shall preclude the parties from reopening the meet and negotiate process during the term of this Agreement.

ARTICLE XXV: EFFECT OF AGREEMENT

25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State Laws to the extent permitted by State Law.

RATIFICATION AND ACCEPTANCE

By affixing their signatures to this MOU, the District and the Association acknowledge that this Agreement is binding upon the successors, devisees, administrators, employees, executors, and assigns of the parties hereto. The signatories represent that they are authorized representatives of the parties to this Agreement all actions necessary for the respective party to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party or by the law, and that this Agreement is hereby entered into without the need for further ratification or acceptance.

GUADALUPE UNION SCHOOL DISTRICT

Date: June 8, 2022

By: Josephereyra (Oct 5, 2022 09:50 PDT)

JOSE E. PEREYRA, President, Board of Trustees

GUADALUPE UNION SCHOOL DISTRICT

By:

SHEILA MARIE C. CEPEDA Clerk, Board of Trustee

GUADALUPE TEACHERS ASSOCIATION/CTA/NEA

Date: June 8, 2022

By: Kelli M Brill (Oct 5, 2022 10:13 PDT)

KELLI BRILL, President

2022/2023 Certificated Salary Schedule (186 Days) **GUADALUPE UNION SCHOOL DISTRICT**

	Effective 7/01/2021					ANNUAL (DAILY) RATES
	1(1)	2 (II)	3 (III)	4 (IV)	5 (V)	6 (VI)
-	52,206.00 (280.68)	54,970.00 (295.54)	57,885.00 (311.21)	60,965.00 (327.77)	64,207.00 (345.20)	
7	53,711.00 (288.77)	56,560.00 (304.09)	59,652.00 (320.71)	62,827.00 (337.78)	66,171.00 (355.76)	
က	55,269.00 (297.15)	58,200.00 (312.90)	61,474.00 (330.51)	64,748.00 (348.11)	68,204.00 (366.69)	
4	56,864.00 (305.72)	59,883.00 (321.95)	63,358.00 (340.63)	66,735,00 (358.79)	70,302,00 (377.97)	
S	58,514.00 (314.59)	61,624.00 (331.31)	65,300.00 (351.08)	68,784.00 (369.81)	72,460.00 (389.57)	76,337.00 (410.41)
9	60,210.00 (323.71)	63,411.00 (340.92)	67,305.00 (361.85)	70,898.00 (381.17)	74,683.00 (401.52)	78,688.00 (423.05)
7	61,954.00 (333.09)	65,256.00 (350.84)	69,362.00 (372.91)	73,078.00 (392.89)	76,987.00 (413.91)	81,112,00 (436.09)
80	63,755.00 (342.77)	67,160.00 (361,08)	71,500.00 (384.41)	75,326.00 (404.98)	79,362.00 (426.68)	83,618.00 (449.56)
6	63,755.00 (342.77)	69,109.00 (371.55)	73,702.00 (396.25)	77,643.00 (417.44)	81,809.00 (439.83)	86,196.00 (463.42)
9	63,755.00 (342.77)	71,130.00 (382.42)	75,966.00 (408.42)	80,035.00 (430.30)	84,336.00 (453.42)	88,863.00 (477.76)
			Limit of Experience Outside the District	Outside the District		
			(Credit Also Given for Time Spent in the Armed Forces)	Spent in the Armed Forces)		
£	63,755.00 (342.77)	71,130.00 (382.42)	78,307.00 (421.01)	82,502.00 (443.56)	86,936.00 (467.40)	91,607.00 (492.51)
12	63,755.00 (342.77)	71,130.00 (382.42)	80,719.00 (433.97)	85,052.00 (457.27)	89,618.00 (481.82)	94,439.00 (507.74)
13	63,755.00 (342.77)	71,130.00 (382.42)	83,215.00 (447.39)	87,676.00 (471.38)	92,397.00 (496.76)	97,371.00 (523.50)
4	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	95,250.00 (512.10)	100,384.00 (539.70)
15	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	95,250.00 (512.10)	100,384.00 (539.70)
16	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	95,250.00 (512.10)	100,384.00 (539.70)
11	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	97,877.00 (526.22)	103,165,00 (554.65)
18	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	97,876.00 (526.22)	103,165.00 (554.65)
19	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	97,876.00 (526.22)	103,165.00 (554.65)
20	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	100,914.00 (542.55)	106,379.00 (571.93)
21	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	100,914.00 (542.55)	106,379.00 (571.93)
22	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	100,914.00 (542.55)	106,379.00 (571.93)
23	63,755.00 (342.77)	71,130.00 (382,42)	85,782.00 (461.19)	90,386.00 (485.95)	104,061.00 (559.47)	109,691,00 (589.74)
24	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	104,061.00 (559.47)	109,691.00 (589.74)
25	63,755.00 (342.77)	71,130.00 (382.42)	85,782.00 (461.19)	90,386.00 (485.95)	107,296.00 (576.86)	113,108.00 (608.11)

Salary Classifications:

Bachelor's Degree

II. Bachelor's Degree + 15 Approved Semester Units.

III, Bachelor's Degree + 30 Approved Semester Units.

IV. Bachelor's Degree + 45 Approved Semester Units or Master's Degree

V. Bachelor's Degree + 60 Approved Semester Units or 45 Approved Semester Units including Master's Degree.

VI. Bachelor's Degree + 75 Approved Semester Units or 60 Approved Semester Units including Master's Degree.

Teachers who hold proper bilingual certification (BCLAD or equivalent) will receive a \$1000 annual stipend.

Teachers who hold Doctorates wil receive \$1000 annual stipend.

Adopted by the Board of Education: June 8, 2022

GUADALUPE UNION SCHOOL DISTRICT 2021/2022 Certificated Salary Schedule

Effective 7/01/2021

						Effec	tive 7/01/202
	I	II	Ш	IV	v	VI	
1	\$51,925	\$54,675	\$57,574	\$60,638	\$63,862		1
2	\$53,423	\$56,256	\$59,331	\$62,489	\$65,816		2
3	\$54,972	\$57,887	\$61,144	\$64,400	\$67,837		3
4	\$56,558	\$59,561	\$63,017	\$66,376	\$69,924		4
5	\$58,200	\$61,292	\$64,949	\$68,414	\$72,070	\$75,926	5
6	\$59,886	\$63,070	\$66,943	\$70,517	\$74,282	\$78,265	6
7	\$61,621	\$64,905	\$68,989	\$72,685	\$76,573	\$80,676	7
8	\$63,412	\$66,799	\$71,115	\$74,921	\$78,935	\$83,168	8
9		\$68,737	\$73,307	\$77,226	\$81,368	\$85,733	9
10		\$70,747	\$75,558	\$79,605	\$83,882	\$88,386	10
Limit of Experience Outside the District							
		(Credit	Also Given for T	Time Spent in the	e Armed Forces)		
11			\$77,886	\$82,059	\$86,469	\$91,115	11
12			\$80,285	\$84,595	\$89,137	\$93,931	12
13			\$82,768	\$87,205	\$91,900	\$96,847	13
14			\$85,321	\$89,900	\$94,738	\$99,845	14
15							15
16							16
17					\$97,351	\$102,611	17
18							18
19							19
20					\$100,372	\$105,807	20
21							21
22							22
23					\$103,502	\$109,102	23
24							24
25					\$106,719	\$112,501	25

Salary Classifications:

- I. Bachelor's Degree
- II. Bachelor's Degree + 15 Approved Semester Units.
- III. Bachelor's Degree + 30 Approved Semester Units.
- IV.Bachelor's Degree + 45 Approved Semester Units or Master's Degree
- V. Bachelor's Degree + 60 Approved Semester Units or 45 Approved Semester Units including Master's Degree.
- VI. Bachelor's Degree + 75 Approved Semester Units or 60 Approved Semester Units including Master's Degree. Teachers who hold Doctorates wil receive \$1000 annual stipend.

Adopted by the Board of Education: June 8, 2022

Appendix A

185 days

Guadalupe Union School District

Certificated Teacher Evaluation Form Administrator Use Required

EMPLOYEE NAME	SCHOOL YEAR	EVALUATION CYCLE
		TEMPORARY PROBATIONARY I PROBATIONARY II
SCHOOL	SUBJECT/GRADE LEVEL	Permanent Five Year

TEACHER REFLECTION OF I	PROGRESS TOWARD GOAL DNAL)		
	I k		
-			
Domain 1: Planning & Preparation Distinguished Satisfactory Satisfactory with IMPROVEMENT NEEDED			
1a: Demonstrating Knowledge of Content/ Pedagogy	1d: Demonstrating Knowledge of Resources		
1b: Demonstrating Knowledge of Students 1c: Selecting Instructional Outcomes	1e: Designing Coherent Instruction 1f: Designing Student Assessments		

Guadalupe Union School District

Certificated Teacher Evaluation Form Administrator Use Required

Evidence &	& Comments			
D	П. П			
Domain 2: Classroom Environment Distri	NGUISHED SATISFACTORY SATISFACTORY WITH IMPROVEMENT NEEDED			
2a: Evidence of Respect and Rapport	2d: Managing Student Behavior			
2b: Establishing a Culture for Learning	2e: Organizing Physical Space			
2c: Managing Classroom Procedures	Ze. Organizing Physical Space			
	& Comments			
Evidence	s Comments			
Domain 3: Instruction	INGUISHED SATISFACTORY SATISFACTORY WITH IMPROVEMENT NEEDED			
Dollan 3. mstruction	UNSATISFACTORY UNSATISFACTORY			
3a: Communicating with Students	3d: Using Assessment in Instruction			
3b: Using Questioning and Discussion Techniques	3e: Demonstrating Flexibility and Responsiveness			
3c: Engaging Students in Learning				
Evidence & Comments				
Evidence & Conninents				
Domain 4: Professional Responsibilities Distri	NGUISHED SATISFACTORY SATISFACTORY WITH IMPROVEMENT NEEDED			
Domain 4. Froissional Nesponsibilities	NGUISHED SATISFACTORY SATISFACTORY WITH IMPROVEMENT NEEDED			
4a: Reflecting on Teaching	4d: Participating in a Professional Community			
4b: Maintaining Accurate Records	4e: Growing and Developing Professionally			
4c: Communicating with Families	4f: Showing Professionalism			
	& Comments			
Evidence	s confinents			
Goal for the Follo				

	Teac	her Co	omments
	HE EVALUATION CYCLE OF THIS TEAC	HER FO	OR THE FOLLOWING SCHOOL YEAR SHALL BE:
П 1	emporary 🗌 Probationary I 🔲 Probationar	y II 🗌 P	ermanent Five Year
200	RATIONALE FOR PLA	CEME	NT ON EVALUATION CYCLE
	During the evaluation period documented in this record, it is the evaluator's judgment, based upon observation and conferences that the teacher's overall performance is satisfactory.		During the evaluation period documented in this record, it is the evaluator's judgment, based upon observation and conferences that the teacher's overall performance is satisfactory needing improvement in Domain(s)Component(s) which will require a Support Plan.
Vi .			During the evaluation period documented in this record, it is the evaluator's judgment, based upon observation and conferences that the teacher's overall performance is unsatisfactory and requires a Performance

Guadalupe Union School District

Certificated Teacher Evaluation Form

Administrator Use Required

	Overall Satisfactory Perfo	ormance is determ ned by m bel		" rating in all four domains
	Domain 1	Domain 2	Domain 3	Domain 4
CA Standards	Standard 3 -Understanding and Organizing Subject Matter	Standard 2-Creating and Maintaining Effective Environments	Standard 1- Engaging and Supporting All Students in Learning	Standard 6-Developing as a Professional Educator
for the Teaching Profession	Standard 4 -Planning Instruction and Designing Learning Experiences		Standard 5-Assessing Student Learning	

Determination of Performance Ratings:

DOMAIN 1: PLANNING AND PREPARATION

- Distinguished Must attain at least 2 Distinguished ratings with one being the pivotal component (1c) and the rest as Satisfactory or better.
- Satisfactory Must attain at least Satisfactory ratings with one being the pivotal component (1c) and the rest as Satisfactory with improvement needed or better.
- Satisfactory with Improvement Needed Must attain no more than one Unsatisfactory rating.
- Unsatisfactory— Must attain more than one Unsatisfactory rating.

DOMAIN 2: CLASSROOM ENVIRONMENT

- Distinguished Must attain at least 2 Distinguished ratings with one being the pivotal component (2b) and the rest as Proficient or better.
- Satisfactory Must attain at least 2 Proficient ratings with one being the pivotal component (2b) and the rest as Satisfactory with improvement needed or better.
- Satisfactory with Improvement Needed Must attain no more than one Unsatisfactory rating.
- Unsatisfactory Must attain more than one Unsatisfactory rating.

DOMAIN 3: INSTRUCTION

- Distinguished Must attain at least 2 Distinguished ratings with one being the pivotal component (3c) and the rest as Proficient or better.
- Satisfactory Must attain at least 2 Satisfactory ratings with one being the pivotal component (3c) and the rest as Satisfactory with improvement needed or better.
- Satisfactory with Improvement Needed Must attain no more than one Unsatisfactory rating.
- Unsatisfactory Must attain more than one Unsatisfactory rating.

*An unsatisfactory rating in this Domain, in and of itself, may result in an overall "Unsatisfactory" rating.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

- Distinguished Must attain at least 2 Distinguished ratings with one being the pivotal component (4a) and the rest as Proficient or better.
- Satisfactory Must attain at least 2 Satisfactory ratings with one being the pivotal component (4a) and the rest as Satisfactory with improvement needed or better.
- Satisfactory with Improvement Needed Must attain no more than one Unsatisfactory rating.
- Unsatisfactory— Must attain more than one Unsatisfactory rating.

*An unsatisfactory rating in this Domain, in and of itself, shall not result in an overall "Unsatisfactory" rating.

Note: Signing this evaluation acknowledges participation in but not necessarily agreement with the contents of this report. One copy will be placed in the District file and one copy will be provided to the teacher. Teachers must complete and sign evaluation forms 30 days prior to the last student day on the school calendar.

TEACHER ACKNOWLEDGEMENT & SIGNATURES				
Evaluator Signature		Date		
Teacher Signature	(Signature is only an indication of receipt)	Date		



	2022-2	023 Employee 10thly Cor	tributions .
		SISC	
Plan #1 - 40411B - 100-A	Single	2 Party	Family
Employee's TENTHLY Contribution	\$308.00	\$891.59	\$1,306.37
Plan #2 - 40411E - 90-C	Single	2 Party	Family
Employee's TENTHLY Contribution	\$220.88	\$716.03	\$1,058.21
Plan #3 - 40411F - 80-G	Single	2 Party	Family
Employee's TENTHLY Contribution	\$150.00	\$494.27	\$741.41
Plan #4 - 40411H - HDHP-B	Single	2 Party	Family
Employee's TENTHLY Contribution	\$16.50	\$153.33	\$293.46

Important Note: The employee contributions reflected above applies to Full Time Employees (FTE). If you work less than full-time, your contribution will increase to cover the portion the district is contributing. Please contact Anita Flores at **aflores@gusdbobcats.com** for more details.

APPENDIX G

Early Release Day Schedule

(Effective July 1, 2022)

Grade-Level	Activities	Schedule
TK/K:	Portion of Weekly Prep	12:15 – 1:00
TK through 8	Staff/PLC/Committees	1:20 - 2:30
	Articulation/Prep*	2:30 - 3:15

Teachers will not be subject to discipline for delay in arrival caused by professional obligations.

*Articulation and Preparation (TK-8)

- From 2:30 3:15 on Early Release Wednesdays:
 - o Facilitated PLCs (25% of Early Release Wednesdays)
 - Grade Level/Development articulation (25% of Early Release Wednesday s)
 - o Preparation time (50% of Early Release Wednesdays)

Site Leadership Team and GTA meetings are on Wednesdays designated as preparation.