COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GUSTINE UNIFIED SCHOOL DISTRICT

AND

GUSTINE-ROMERO TEACHER'S ASSOCIATION

TERM

JULY 1, 2016 THROUGH JUNE 30, 2017

Updated 9/14/2016

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ARTICLE I

AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the Gustine Unified School District (Board) and the Gustine-Romero Teachers Association/CTA/NEA (Association), an employee organization.

1.2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Educational Employment Relations Act).

1.3 This Agreement will remain in full force and effect up to and including June 30, 2016.

1.4 All portions of this Agreement shall take effect upon ratification by the Association and the Board.

ARTICLE II

RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of all regular full-time and regular part-time certificated employees of the Board—excluding management, confidential, substitute and supervisory employees, as defined in the Education Employment Relations Act, for purposes of meeting and negotiation.

ARTICLE III

NEGOTIATION PROCEDURES

3.1 The District shall make available to the Association all of the information in the District's possession which is part of the public record and open to public inspection and which is necessary for the Association to complete its obligation to its members. The Association may examine this information in the District Office. Copies shall be provided to the Association at a cost of ten cents ($.10) per page.

3.2 All documents which have been tentatively agreed upon in negotiations shall be initialed by the designated representative of the District and the Association at that particular meeting. Said documents shall be typed and initialed in their typed form at the next meeting. The first documents which have been initialed may be longhand and shall become part of the record. A photocopy shall be deemed the same as an original copy for purposes of this paragraph. The series of tentative agreements shall not become binding upon the parties until all elements of the Agreement have been negotiated and ratified.

3.3 Either party may utilize the service of outside consultants.

3.4 The Association may designate and be permitted five (5) representatives to participate in negotiations. The District agrees to provide release time up to a maximum of thirty-five (35) hours for each of five (5) employees of the unit for purposes of attending negotiations.

3.5 The District's representatives at the negotiation session shall be limited to a maximum of five (5) representatives.

3.6 At the end of each negotiation session, the parties shall mutually determine the agenda, date, and time for the next meeting.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 Facilities & Equipment

4.1.1 The Association and its members shall have the right to use school machinery and facilities for Association business where no conflict arises because of priority need for classroom or District business. The Association will absorb cost of expendable materials.

4.2 Rights of Communications

4.2.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided at each school site in an area frequented by teachers. The Association may use teacher mailboxes, and school-based e-mail for communication to teachers.

4.3 Association Business

4.3.1 Authorized representatives of the Association shall be permitted to transact official Association business on school property when not assigned student contact duties.

4.4 Board Agenda

4.4.1 The Board shall place on the agenda of each Board meeting under "New Business" and/or "Discussion Items" brought to its consideration by the Association provided that such matters are made known to the Superintendent's office as prescribed by Board policy.

4.5 Teacher Addresses

4.5.1 Names and addresses of all District teachers, as available, shall be provided by the District without cost to the Association no later than October 31 of each school year.

4.6 Release Time for Association Business

4.6.1 The exclusive representative (president or his/her designee) shall have up to a maximum of fifteen (15) days for Association business at the Association's expense with the following provisions:

4.6.1.1 The request must be submitted **with five (5) days notice.** Approval is subject to the availability of substitutes. Notice shorter if certificated substitutes can be found.

4.6.1.2 All Association representatives must be designated by the Association president.

4.6.1.3 Special occasions and extraordinary events such as impasse, fact finding, mediation or grievance may require additional release time.

4.6.1.4 No more than five (5) Association representatives are to be released on any one (1) given duty day.

4.6.1.5 Release time shall not be used for the purpose of withholding service.

4.7 Professional Dues or Fees and Payroll Deductions

4.7.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher no less than thirty (30) days prior to the expiration of the Agreement. Pursuant to such authorization, the District shall deduct one-tenth ($1/10^{th}$) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers 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.

4.7.2 "All bargaining unit employees of the District, after the effective date of this Agreement, who wish to be a member of the Association, shall authorize the payment of the dues required by the Association. All employees choosing not to join the Association shall be required to pay a representation fee in an amount equal to the fee paid by the Association members, which shall be consistent with all legal requirements."

4.7.3 Section 4.7.3 with respect to all sums deducted by the District pursuant to authorization of employees within the bargaining unit, for membership dues, the District agrees promptly to remit such monies to the Gustine-Romero Teachers Association. The District shall notify the Association of any changes in status of employees. If a bargaining unit employee fails to join the Association or submit the representation fee within thirty (30) days of employment, the District shall notify the employee and the Association of the fact. Within ten (10) days after the expiration of the thirty-day notice, the District shall automatically withhold the dues from the bargaining unit member's pay warrant. In the event the District refuses to withhold the representation fee, the Association is free to grieve the matter which shall begin at the Superintendent's level.

4.7.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, including enforcement of dues or representation fees.

4.7.5 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds or any other plans for programs jointly approved by the Association and the District.

4.8 Distribution of Agreement to Employees

4.8.1 Within 30 days following ratification of this Agreement, the District shall provide and distribute to each unit member a copy of the Agreement.

4.8.2 The District shall also provide and distribute a copy of the Agreement to each new teacher when hired and to each teacher returning from leave.

4.8.3 The cost of printing the Agreement shall be borne by the District.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a claim by one (1) or more teachers that there has been a violation, misinterpretation, or misapplication of this Agreement.

5.1.2 A "group grievance" is a claim by two (2) or more teachers that there has been a violation, misinterpretation, or misapplication of this Agreement.

5.1.3 The "grievant" is any person or persons making the claim.

5.1.4 A "duty day" is a day when teachers are on duty.

5.2 Purpose

5.2.1 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 procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.2.2 Nothing contained herein will be construed as limiting the right of any teachers having a grievance to discuss the matter informally with any appropriate member of the administration, prior to the formal filing of the grievance, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Once a formal grievance has been filed, the President of the Association shall be informed in writing within two (2) days by the Administration that (a) a grievance has been filed, and (b) the name of the grievant.

5.3 Time Limits

5.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

5.3.2 The time limits may be extended by mutual agreement, in writing.

5.3.3 In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein, except at Level One, will be extended if the grievant requests.

5.4 Procedure

5.4.1 Informal Meeting: An aggrieved person will first discuss the grievance with the appropriate principal or immediate superior, either directly or through the Association's designated Grievance Representative, with the objective of resolving the matter informally. Said discussion must occur within thirty days of the act or omission giving rise to the grievance. The aggrieved person shall be entitled to have an Association representative accompany him/her during said discussion.

5.4.2 Level One: Within ten (10) days after the denial of the grievance at the informal meeting, the aggrieved person may present the grievance in writing on the appropriate form (Grievance Form, **Appendix "D"**) to the aggrieved person's immediate supervisor in order to continue the grievance procedure. There shall be a clear, concise statement of the grievance including the specific provision of the Agreement claimed to have been violated, the circumstances constituting such alleged violation, the decision rendered at the informal meeting, and the specific remedies sought. The immediate supervisor shall communicate his/her decision to the aggrieved person in writing within five (5) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the aggrieved person may appeal to the next level. Within the above time limits, either party may request a personal conference, or by mutual agreement a conference may occur. Should a conference occur, the aggrieved person shall be entitled to have an Association representative accompany him/her and advise him/her during said conference.

5.4.3 Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within ten (10) days after he/she has first filed the grievance at Level One, he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The superintendent or his/her designee shall meet with the aggrieved party and/or designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting. The Superintendent or his/her designee shall communicate his/her decision to the aggrieved person within (10) days of the filing at Level Two. If the Superintendent or his/her designee does not respond within the time limits provided, the aggrieved person may appeal to the next level.

5.4.4 Level Three: If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance at Level Two, the aggrieved party may request the Association to submit the grievance to arbitration.

5.4.4.1 If the Association proceeds to arbitration, it shall notify the District (of such decision) in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

5.4.4.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. Nor shall the arbitrator have power to add to or to subtract from the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or any other remedies as he/she judges to be proper under the circumstances. The decision of the arbitrator will be submitted to the Association and the Superintendent, and will be final and binding upon the parties. If any questions arise as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator, after hearing the merits of the case.

5.4.4.3 All initial costs for the services of the arbitrator, including but not limited to per diem expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s), and witness(es), will be borne by the party incurring them.

5.5 Rights of Representatives

5.5.1 A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative.

5.6 Miscellaneous Provisions

5.6.1 The Association, either on its own behalf on matters affecting its rights, or on behalf of two or more teachers similarly affected by an alleged grievance, may initiate a grievance at Level One with the informal meeting timelines.

5.6.2 In the absence of administrators required to render decisions as outlined in the procedures, the Superintendent shall appoint a substitute.

5.6.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievances to commence at Level One within the informal meeting time limits.

5.6.4 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing which cannot be accomplished after the working day, he/she will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

5.6.5 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5.6.6 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

5.6.7 A unit member may, at any time, present grievances to the employer and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

5.7 Expedited Arbitration shall be available to the parties by mutual agreement pursuant to the Expedited Rules of the American Arbitration Association.

5.8 Grievance Form: See **Appendix "D"** of this Agreement.

ARTICLE VI

MANAGEMENT RIGHTS AND DISTRICT POWERS

6.1 It is understood and agreed that the District retains all of its powers, authority and responsibilities to direct and control the educational process to the full extent of the law. Included, but not limited to, those rights are: determining the methods, means and services to be provided; establishing the educational philosophy and the goals and objectives; determining the staffing pattern, number and kinds of personnel required; determining the curriculum; and building, moving or modifying the facilities and developing the District budget.

6.2 In making the above appropriate decisions, concerned teachers will be consulted and involved, or a notification letter sent to said person.

6.3 Further rights and powers of the District include, but are not limited to, the following: insuring the rights and educational opportunities of students; determining the classification of positions; maintaining the efficiency of the District operations; and determining the methods of raising revenue and contracting out work. Additionally, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees.

6.4 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. In addition, the District retains the right to take reasonable action on all matters in the event of an emergency. Emergencies shall be defined as: natural disasters, national emergencies; and local occurrences of enormous gravity beyond the control of the School District and its employees.

ARTICLE VII

TEACHER EVALUATION

Ed. Code sec. 44664: "Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least once every other year for personnel with permanent status."

7.1 Objective: The objective of the evaluation process is to maintain and improve the quality of education in the District. The basis for written observation reports and evaluations shall be the following elements as specified in Education Code Section 44662(b):

7.1.1 Progress of pupils toward the standards established by the Governing Board for expected pupil achievement at each grade leveling and each area of study:

7.1.1.1 Provides evidence of short and long-range planning, which demonstrates understanding of the needs of pupils within published and distributed expectations of the School District;

7.1.1.2 Shows willingness to modify instruction strategies when mutually agreed upon evidence shows that existing methods are ineffective;

7.1.1.3 Communicates to the students expectations of student performance in relation to objective(s); and

7.1.1.4 Teaches adopted programs where applicable to student needs, and District expectations and use of curriculum guides where available.

7.2.1 The instructional techniques and strategies used by the teacher:

7.2.1.1 Makes use of student records, parent conferences, counselors, diagnostic tools and other methods of information to assess the learning needs and capabilities of individual pupils;

7.2.1.2 Uses practices which reflect established principles of learning;

7.2.1.3 Uses instructional methods which provide a variety of learning experiences appropriate to needs of pupils and to the course content;

7.2.1.4 Includes instruction, appropriate objectives, input, modeling, checking for understanding, guided practice and independent practice for the learner as it applies to the teacher's objective and style;

7.2.1.5 Demonstrates creativity in development and selection of instructional material appropriate to the needs, interests and abilities of pupils;

7.2.1.6 Utilizes community resources, where appropriate; and

7.2.1.7 Utilizes support services of fellow teachers, administrators and parents as needed.

7.3.1 The teacher's adherence to curricular objective:

7.3.1.1 Provides evidence of short and long-range planning which demonstrates understanding of needs of pupils within published and distributed expectations of the School District;

7.3.1.2 Establishes objectives which are consistent with published and distributed expectations of the School District;

7.3.1.3 Demonstrates through selection of instructional objectives and planning of learning activities, a knowledge of subject matter appropriate to the instructional assignment;

7.3.1.4 Utilizes community resources where appropriate; and

7.3.1.5 Teaches adopted programs where applicable to student needs and uses District curriculum guides where available.

7.4.1 The establishment and maintenance of a suitable learning environment, within the scope of the teacher's responsibilities:

7.4.1.1 Determines interests of pupils and utilizes these interests in planning learning activities;

7.4.1.2 Makes use of student comments and ideas in the instructional program, if appropriate;

7.4.1.3 Creates a healthy emotional climate by personal self-control, fairness, objectivity and organization of classroom activities;

7.4.1.4 Makes effective use of classroom time;

7.4.1.5 Utilizes available resources in such a way that pupils are exposed to a variety of instructional media;

7.4.1.6 Demonstrates creativity in development and selection of instructional materials appropriate to the needs, interests and abilities of pupils;

7.4.1.7 Utilizes community resources where appropriate;

7.4.1.8 May involve students in planning learning experiences, selection of activities and evaluation of learning;

7.4.1.9 Consistently follows published and distributed school regulations regarding attendance, grading policies and record-keeping;

7.4.1.10 Recognizes (anticipates) conditions which may lead to disciplinary problems and takes appropriate preventive action;

7.4.1.11 Acts in a discreet manner when discussing student and school problems; and

7.4.1.12 Works effectively with other staff members.

7.5 The existing teacher evaluation procedure shall be maintained for the life of this Agreement provided that it continues to meet all current legislated mandates except that whenever the words "self-evaluation" is used, it shall read "self-evaluation on a voluntary basis."

7.6 The evaluation forms for the initial conference goal and objectives and final evaluations shall be in accordance with the changes agreed to by the District and the Association provided that each form complies with current legislation. Other forms may be used by mutual agreement of evaluator and evaluatee. (See Adjunct Duty Assignments, **Appendix "C"**.)

7.7 A 6th – 12th grade teacher shall not be formally evaluated in the first year of an involuntary assignment unless:

7.7.1 He/she received an unsatisfactory evaluation in the prior year's assignment; and

7.7.2 There are no single subject classes being taught on a voluntary basis in which the teacher may be evaluated.

7.8 If the employee has been working satisfactorily in an involuntary assignment for one (1) complete year and desires to continue in the particular area, the employee will be evaluated on a regular basis.

7.9 Teachers who receive an unsatisfactory evaluation will be evaluated yearly.

7.10 At least thirty (30) days prior to the end of the school year (the last teacher work day), the final evaluation shall be completed, the teacher provided a copy of that

evaluation during a conference between the teacher and the supervisor/evaluator, a copy forwarded to the District Office and then placed in the teacher's personnel file. In the event the teacher disagrees with the contents of the evaluation, an opportunity shall be provided without loss of compensation for the teacher to write a rebuttal to the evaluation and have it attached to the evaluation.

ARTICLE VIII

PERSONNEL FILES

8.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection by that person.

8.2 Such material is not to include ratings, reports or records which:

8.2.1 Were obtained prior to the employment of the person involved;

8.2.2 Were prepared by identifiable examination committee members; and

8.2.3 Were obtained in connection with a promotional examination.

8.3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to teach or meet in conference with students or parents.

8.4 Information of a derogatory nature shall not be entered or filed unless or until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal District Office business hours and when the employee is not assigned student-contact duties.

8.5 Information of a derogatory nature filed in violation of Section 8(D), above, will be removed immediately upon the initiation of a grievance.

ARTICLE IX

PUBLIC CHARGES

9.1 Any citizen or parent complaint to a Board member about a teacher shall be reported immediately to the Superintendent or his/her designee who shall inform the teacher within three (3) working days. Any citizen or parent complaint received by an administrator shall be reported immediately to the teacher by the administrator receiving the complaint before any action or further discussion.

9.2 Should the involved teacher or the complainant believe the allegation in the complaint warrants a meeting, a meeting shall be scheduled between the complainant and the teacher. An Association representative shall be present at said meeting, if so requested by the teacher. If the meeting cannot be scheduled before or after the regular student day, the teacher and requested Association representative shall be given compensated release time for the purpose of attending the meeting. An administrator shall be present at said meeting.

9.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the teacher with a copy to the teacher's immediate supervisor. The teacher's response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.

9.4 The Board shall not dismiss a teacher on the basis of a public charge, unless the following occurs:

9.4.1 The Board conducts a thorough and orderly investigation and evaluation of the direct evidence;

9.4.2 The Board finds, after a consideration of all the direct evidence in light of the principle that one is innocent until proven guilty, and by the preponderance of direct evidence that there has been substantially serious and improper conduct on the part of the teacher;

9.4.3 The Association representative may be present and be heard at the meeting; and

9.4.4 Hearsay evidence shall not be considered.

9.5 At any point of the procedure, if the allegation is proven groundless or dropped by the complainant, all records relating to the complaint shall be removed from the teacher's personnel file.

9.6 If the complaint is reduced to writing and deemed of substance by the Board, the written complaint and the attached response shall be placed in the teacher's personnel file until expunged under provisions of the Education Code.

9.7 The District shall refer, for prosecution, and violation of Education Code Section 44811.

Ed Code Sec. 44811 reads as follows: "Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts class work or extra curricular activities or involves substantial disorder is guilty of a misdemeanor which is punishable by a fine not exceeding one hundred dollars ($100), by imprisonment in the county jail for a period of not more than 10 days, or both. This section does not apply to any otherwise lawful employee concerted activity, including, but not limited to, picketing and the distribution of handbills."

ARTICLE X

LEAVES

10.1 Sick Leave

10.1.1 Certificated employees on ten (10) month contracts shall be entitled to ten (10) days of sick leave per year; those working eleven (11) month contracts shall be entitled to eleven (11) days of sick leave per year; and those working twelve (12) month contracts shall be entitled to twelve (12) days of sick leave per year. Unused sick leave may be accumulated indefinitely and shall be utilized in computing retirement allowances as provided by law.

10.1.2 Effective July 1, 2016, upon request by District Administration, a unit member absent for **more than three (3)** consecutive days may be required to present a doctor's note verifying a personal illness or injury and/or a medical authorization to return to work.

10.2 Personal Necessity Leave

10.2.1 Leave of absence, for personal necessity, not to exceed seven (7) days of sick leave per year, shall be granted at the employee's election to be used for any of the following:

10.2.1.1 Reasons for which prior approval is not required: death, accident, or illness involving the employee's person or his/her immediate family, other relatives or close friends; or serious damage to the property of the person or property of his/her immediate family, other relatives, or close friends; inability to get to the employee's assigned place of duty because of circumstances beyond his/her control; provided that not less than one (1) full day of leave be used for this purpose, except by mutual agreement. When prior approval is not required, it shall be necessary for the employee, as soon as reasonably possible, to notify the immediate supervisor of the reasons and duration of the absence.

10.2.1.2 Reasons for which prior approval is required: To attend to legal matters, but not as a litigant (Education Code Section 44036) or to any matters affecting the well-being of the employee or a member of his/her immediate family. "Well-being" shall not include any of the following:

10.2.1.2.1 Attendance at or participation in functions or activities which are primarily for the employee's pleasure, amusement or personal convenience;

10.2.1.2.2 The extension of holidays or vacation periods for personal convenience;

10.2.1.2.3 Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules; or

10.2.1.2.4 Engaging in remunerative employment, without prior consent from the Superintendent.

10.2.2 Notwithstanding the above restrictions, an employee may elect to use one (1) day of sick leave per year at his/her discretion provided that at least two (2) days' notice is given and a substitute is available. This day of leave shall not be used for the purpose of work stoppage.

10.3 The employee's election to use his/her sick leave for personal necessity requiring prior approval shall be indicated in writing giving the reason the absence will be necessary. The employee's application to use sick leave for the purposes listed above must be received not less than two (2) working days prior to the desired absence. The application must clearly indicate that it is desired to have the absence charged against his/her sick leave. All Personal Necessity Leave is to be charged to the individual employee's sick leave and shall not total more than seven (7) days a year. The District will supply the application form.

10.4 Maternity Leave

10.4.1 An employee may use accumulated sick leave days for that limited period of time during which the employee is physically disabled from performing her job duty from giving birth to a child or other short-term physical disablement resulting from a pregnancy, miscarriage, abortion, childbirth and recovery therefrom, with certification of the attending personal physician. Effective July 1, 2016, the District agrees to provide maternity or paternity leave consistent with the requirements set forth in Assembly Bill 375 and Education Code section 44977.5. Effective July 1, 2016, the District agrees to provide maternity or paternity leave consistent with the requirements set forth in Assembly Bill 375 and Education Code section 44977.5.

10.5 Paternity Leave

10.5.1 A male employee may choose to use Personal Necessity Leave as provided in this Agreement to attend to a spouse during childbirth, miscarriage, abortion and recovery therefrom.

10.6 Child-Rearing Leave

10.6.1 Upon request, the Board shall consider providing a male or female teacher, who is a natural or adopting parent, a differential pay leave of absence for the purpose of rearing his/her infant. Such a leave shall

remain in effect at least until the end of the semester following the birth or the adoption of the child. A teacher shall notify the Board that he/she wishes to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

10.6.2 A teacher on Child-Rearing Leave shall be entitled to return to the same teaching position held prior to commencement of the leave, or to a mutually agreed upon position.

10.6.3 An employee on Child-Rearing Leave may continue fringe benefits at the employee's expense provided the employee pays monthly the premium, in advance, and provided the carrier so allows.

10.7 Extended Illness Leave

10.7.1 If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties because of illness or accident for a period of five (5) school months or less, then the amount of salary deduction in any month shall not exceed the sum which was actually paid a substitute, or if no substitute was employed, the amount which would have been paid a substitute during the period of absence. The five (5) months or fewer periods during which the above deductions occur shall not begin until all paid sick leave provisions for which he/she is eligible have been exhausted. Placement on extended illness leave will not end until the unit member provides certification from their treating physician certifying the employee's disability or illness no longer exists and is cleared to return to work. The District may require a physical exam of the unit member to verify the degree of disability or illness.

10.8 Bereavement Leave

10.8.1 Certificated employees are entitled to be absent three (3) consecutive days without loss of pay or sick leave, for the death of immediate family and/or any person living in the immediate household of the employee. Two (2) additional days shall be granted for travel outside of California. If travel is outside of California the employee is granted five (5) consecutive days. If there is a reason for the days not to be consecutive, prior approval from the superintendent or designee must be given.

10.9 Sabbatical Leaves

10.9.1 Sabbatical Leaves shall be governed by the provisions of Education Code Sections 44966-44969 and be considered individually by the Governing Board. Purposes for which teachers may apply for Sabbatical Leave are:

10.9.1.1 Formal Study: Applicants for Sabbatical Leave under this section shall agree to undertake a minimum of at least twelve (12) hours of postgraduate work or the equivalent thereof, per semester.

10.9.1.2 Independent Study: An Independent Study Leave is one during which the employee pursues a program of study research, travel and/or experience.

10.9.1.3 Fellowships or Scholarships: Applications for Sabbatical Leave under this section shall fulfill the terms of the fellowship grant.

10.9.2 Requirement and Procedures

10.9.2.1 Application for Sabbatical Leaves must be filed with the District Office/Superintendent by February 15th for the following school year or by October 1st for the spring semester only. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

10.9.2.2 The District may require that the application be accompanied by a certificate of health signed by a medical doctor indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.

10.9.2.3 A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as otherwise agreed upon by the Superintendent and the Board of Education.

10.9.3 After completion of a Sabbatical Leave, the employee shall remain an employee of the District for a period of two (2) school years.

10.9.4 Pay During Sabbatical Leave

10.9.4.1 The Board shall pay a teacher who is on Sabbatical Leave fifty percent (50%) of his/her full salary for such period.

10.9.4.2 Section (a), above, may be waived and other financial arrangements may be made by mutual agreement.

10.9.4.3 Otherwise, there shall be no reductions in fringe benefits during the term of a teacher's Sabbatical Leave.

10.9.5 Military Leave

10.9.5.1 Employees who are members of any Reserve Corps of the Armed Forces of the United States or of the National Guard, or who are inducted or who are otherwise ordered to active military service during a state of emergency shall be granted such leave and military pay as provided in the Military and Veteran's Code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule

will be made with consideration given for the years served during the Military Leave.

10.9.5.2 When an employee is ordered to duty during the normal school year, a copy of his/her orders (that affect the leave) must be provided to the District Office. This should be accomplished prior to the actual beginning date of such leave. This absence does not cause a loss of pay to the employee, but the District will receive all pay which may be received by the employee from the military while on military duty.

10.10 Jury Duty Leave

10.10.1 When an employee is chosen as a juror, he/she shall notify his/her principal and the District Office/Superintendent. Employees shall be paid their regular salaries, and the District shall receive the jury fee, excluding traveling expense. The employee will submit the proof of jury duty service to the District Office within five (5) days of service.

10.11 Other Unpaid Leaves

10.11.1 Requests for exchange teaching, leaves for elected officials, etc., shall be considered individually by the Board, based on recommendation from site supervisor.

10.11.2 Sick Leave Fund

10.11.2.1 Any teachers exhausting their sick leave would be eligible for this plan if catastrophic illness or injury occurs to them or any of their immediate family member that would require the teacher's care.

10.11.2.2 The Association Unit members may donate up to two (2) days (per year) of their own sick leave to any teacher on a voluntary basis, to assist this teacher, limiting the total number of contributed sick leave days not to exceed 40 working days.

ARTICLE XI

SUMMER SCHOOL/ADULT SCHOOL

11.1 Anticipated summer school vacancies shall be posted by the District on every Association bulletin board no later than **April 15** or as soon thereafter as the decision to conduct summer school is made.

11.2 Summer school assignments shall be made no later than **May 15th** after the posting.

11.3 Anticipated adult school vacancies for the ensuing school year shall be posted by the District on every Association bulletin board in the same manner as summer school. Such vacancies for the second semester shall be similarly posted no later than December 1.

11.4 Adult school assignment for the ensuing school year shall be made no later than July 1; adult school assignments for the second semester shall be made no later than January 15, except special programs which are teacher initiated.

11.5 Notification of assignment to summer school and adult school shall be in writing and shall include the location of the assignment and the subject(s) to be taught.

11.6 No teacher shall be required to teach summer school or adult school; however, once a teacher agrees to serve in a particular assignment, neither party shall change such assignment without mutual agreement.

ARTICLE XII

CLASS SIZE

12.1 It is the intent of the District to seek reasonable Class Sizes, taking into consideration the best interest of students and teachers. In all cases, the District will consider safety factors, facilities, and resources available.

12.2 The optimum goal of the District will be a site based Class Size average of:

12.2.1 Primary, (K-3) - 25;

12.2.2 Should the district participate in the state-funded CSR Program, then a class average of 20.5 will be the optimum class size for Grades K-3;

12.2.3 Elementary (4-5) - 25;

12.2.4 Grades 6-12 site based average goal pupil/teacher ratio will be 168 student contacts per day, but individual class sizes will vary, according to the organizational structure of the school;

12.2.5 Industrial arts - 25;

12.2.6 Lab science - 24;

12.2.7 Music - unlimited;

12.2.8 Physical education - 40;

12.2.9 Remedial classes - 20;

12.2.10 Special Education - per SELPA and State allocations.

12.3 If any K-5 class exceeds a class load of 25 for a period of two (2) weeks or more, the District shall provide, when requested by the teacher, one of the following:

12.3.1 An excess of two (2) or more students, the teacher will receive three (3) hours per week of instructional aide time.

12.3.2 An excess of five (5) or more students, the teacher will receive five (5) hours per week instructional aide time.

12.3.3 The same amount of clerical assistance or extra preparation time (Items C(1) and C(2), above) may be granted in lieu of items (1) and (2), above, provided that it is mutually agreeable to both the teacher and the principal.

12.3.4 Any clerical or aide time provided under this section shall be with District classified employees.

ARTICLE XIII

TEACHER SAFETY

13.1 A written description of the duties of all administrators and teachers with respect to student discipline, and rights of suspended students, shall be available to each teacher in a Board Policy Manual located at each school site.

13.2 When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, nurse, or other specialist, he/she shall so inform his/her principal or immediate superior. The principal or immediate superior shall take appropriate action to remedy the situation and shall arrange as soon as possible for a conference between himself/herself, the teacher, and an appropriate specialist to discuss the problem and to take appropriate steps for its resolution.

13.3 Action shall not be taken against a teacher who uses reasonable force in the performance of his/her duties unless the proper steps have been taken to insure all rights of the teacher granted in Education Code and Board Policy. The Board shall, upon employee request, refer the matter to applicable legal authority for advice and shall provide the teacher with such advice and shall aid financially as covered by school insurance except where the teacher exceeds the course and scope of employment or commits an intentional tort. (See Ed. Code Sec. 35203.)

13.4 The administration shall, upon teacher recommendation, institute action to investigate and process a charge of filthy or vicious habits; if sufficient cause be found, said matter will be presented to the Board for decision.

13.5 A teacher may suspend any pupil from his/her class for the day and the day following for good cause. He/she shall report the suspension and the reason for suspension to his/her principal; and send the student to the principal for appropriate action. "Good cause" is limited to the offenses enumerated in Section 48900 of the Education Code.

13.5.1 Teachers shall immediately report cases of assault, damage to personal property and verbal abuse, suffered by them, or their families in connection with their employment, to their principal or other superior, who shall immediately report the incident to the police in accordance with Education Code Sections 48904 and 48905. The individual informed shall make immediate notification to the Superintendent, or his/her designee, who shall comply with any reasonable request from the teacher for unprivileged information in the possession of the Superintendent relating to the incident or the persons involved, and shall act as liaison between the teacher, the police and the courts.

13.5.2 When absence or disability arises out of or from assault, unit members shall suffer no loss in wages, benefits or leaves.

13.5.3 The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury.

13.6 Employees shall not be required to work under unsafe conditions or perform tasks which endanger their health, safety, or welfare.

13.6.1 Employees are directly responsible for maintaining maximum safety precautions because of their close contact with students.

13.6.2 Employees shall report any unsafe working conditions to the site administrator.

13.6.3 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition as soon as it is able to do so.

13.7 The Association shall appoint a representative, who shall serve as a member of the District Safety Committee.

ARTICLE XIV

TEACHER'S WORK YEAR

14.1 Effective July 1, 2016, the work year for any certificated employee during the term of this Agreement shall be one hundred eighty-four (184) days, to be apportioned as follows: one hundred eighty (180) student contact days; two (2) days prior to the first day of school for classroom preparation and /or professional development; and two (2) days for professional staff development during the school year. The Association shall be consulted within the framework of contract negotiations in the formation of the yearly calendar prior to its adoption by the Board.

14.2 The student minutes per year will be no less than that mandated by applicable state law and/or federal law.

ARTICLE XV

THE TEACHING DAY

15.1 Unit members shall be required to report for duty 15 minutes before the beginning of school and remain for a period of 7 hours, 32 minutes, including lunch and prep periods.

15.2 Certificated employees shall be afforded a full preparation period during the teaching day in the following manner:

15.2.1 K-3 teachers shall be afforded a 45-minute preparation period at the end of the student contact day.

15.2.2 Grades 4-5 teachers shall be afforded one 40-minute preparation period at the same time each day.

15.2.3 Grades 6-12 teachers shall be afforded a preparation period amounting to one full period on the class schedule.

15.3 All unit members shall receive one of the following duty-free lunch periods:

K = 45 minutes; 1 – 8 = 40 minutes; 9 – 12 = 30 minutes.

15.4 Extra duties that shall be considered part of the normal teaching assignment are: back-to-school night; parent conference; open house; in-service meetings within the teacher's work year as provided by this Agreement; faculty meetings as provided for within the provisions of this Agreement; and any other reasonable activities mutually agreed upon.

15.5 The Association recognizes and supports the need for regular faculty meetings. The individual site principals shall schedule these meetings with input from their teaching staff as to date, time, and length. Whenever meetings are scheduled outside of the normal teaching day, these meetings should be scheduled well enough in advance so as to provide a reasonable time for staff members to make any arrangements that his/her attendance may necessitate.

ARTICLE XVI

ASSIGNMENT, TRANSFER AND REASSIGNMENT

16.1 The District reserves the right to make an assignment, to reassign or to transfer an employee to any position covered by the employee's credential. In all cases, however, the welfare of the individual employee shall be considered secondary only to the welfare of the pupils and total school program. In no event is transfer to be used as a harassment or discriminatory device nor shall a transfer be made without good and sufficient cause.

16.2 "Assignment" means the initial school, grade level and/or department given a new teacher.

16.3 "Transfer" means a change of school or location.

16.4 "Reassignment" means a change from one grade level to another or between subject departments.

16.5 "Criteria" means employee's credential, pupil needs, seniority in the District, seniority in the school, academic preparation and previous experience, in this order. These criteria shall apply to all transfers and reassignments.

16.6 The decision of the District regarding transfer shall be final except that the District must, in good faith, follow the above criteria, and any failure to do so may be subject to the grievance procedure.

16.7 The following rules and regulations shall govern Assignment, Transfer and Reassignment:

16.7.1 Whenever the District Administration is informed of a pending vacancy, the Association shall be notified of said vacancy as soon as is reasonably possible, by posting said vacancy at each school site.

16.7.2 An employee must submit a written request for transfer within five (5) business days of the vacancy being posted. This request will be considered along with all other transfer requests received.

16.7.3 An employee's request for transfer normally should be made with the knowledge of the employee's present administrator.

16.7.4 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize his/her present assignment. A request for transfer may be withdrawn by the employee at any time, unless a commitment for replacement has been made by the District.

16.7.5 The employee shall be notified in writing regarding the status of his/her request for transfer as soon as possible.

16.7.6 An employee whose transfer has not been finalized may feel free to contact the Superintendent to discuss his/her request. An employee will receive, upon request, a written statement within 10 working days indicating the reasons his/her request for transfer was not fulfilled.

16.7.7 An involuntary transfer is one in which the transfer proceedings are not initiated by the employee who might be transferred.

16.7.7.1 Involuntary transfer may only be made for a change of enrollment necessitating addition or deletion of staff, class size, elimination of programs and/or funds, or school closings.

16.7.7.2 Procedure:

16.7.7.2.1 Prior to making the transfer final, the administration shall inform the employee to be transferred of the intent to transfer, and the employee shall be informed that a meeting will be arranged to discuss the contemplated action, if the employee so desires. If the employee objects to the contemplated transfer, the administration shall make an effort to find alternate methods of meeting the needs of the District.

16.7.7.2.2 The employee, if he/she requests, shall be permitted to have a representative of his/her choosing present with him/her at the meeting specified above.

16.7.7.2.3 Final decision relative to transfer shall rest with the Governing Board, subject to the grievance procedure.

16.7.8 No teacher shall be involuntarily transferred if there is another teacher with less District-wide seniority who is credentialed to fill the vacancy.

16.7.9 Teachers to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies and the Board shall

honor such request on the basis of the District-wide seniority and the required credentials.

16.7.10 A teacher who is to be involuntarily transferred shall be given the reasons for the impending transfer, in writing.

16.7.11 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to the teacher.

16.7.12 Employees being involuntarily transferred or reassigned from their present positions shall have primary consideration, if properly credentialed, over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.

16.7.13 All certificated employees shall be given written notice of all their teaching and paid extra duty assignments for the forthcoming year no later than June 1. Said notice shall contain:

16.7.13.1 The campus at which service is to be provided.

16.7.13.2 The specific grade level if the assignment is primary or intermediate.

16.7.13.3 If the assignment is senior high or middle school, the specific department and specific classes to be taught.

16.7.14 These assignments will remain unchanged, except by mutual agreement, unless an emergency is declared by the Board. In the case of Board action declaring an emergency, changes will be adopted in such a way that a minimum number of changes will be made. For the purpose of this section, the term "emergency" shall refer to occurrences beyond the control of the school district; for example, late resignation or certificated staff members, unexpected leaves of absences, or drastic changes in enrollment. In the event of pending layoffs which will affect remaining certificated staff members, notification of pending involuntary transfers and reassignments will be made as soon as possible.

16.7.15 In the event of layoff(s) of certificated staff member(s) due to financial necessity as provided by law, hearing(s) required by said layoff(s) will be scheduled as provided by law.

16.7.16 Certificated employees shall be assigned, and/or reassigned, within their credentialed areas of competence. Exceptions may occur outside the scope of teaching certificates provided the employee holds a major or minor in the field(s) of study.

16.7.17 Schedules of certificated employees who are assigned to more than one (1) school will be arranged so the inter-school travel will be minimal. Certificated employees shall be notified of any

changes in their schedules at least one (1) week prior to the effective date of the change.

16.7.18 A teacher who has received a notice of layoff shall be entitled to use Personal Necessity Leave, as provided in this Agreement, to seek other employment.

ARTICLE XVII

TEACHER TRAVEL

17.1 Certificated employees who use their own automobiles for purposes approved by the District shall be authorized to use the District credit card for travel expenses. In lieu of the card, reimbursement for travel expenses shall be at the rate of current IRS standing business travel expenses deduction.

ARTICLE XVIII

TEACHER VISITATION

18.1 Teachers are encouraged, with prior District approval, to visit the classrooms of other teachers or other schools, inside and outside the District, for the purposes of observing classroom instruction which can be useful in the improvement of the educational program.

18.2 Prior approval of both building principals and the teacher to be observed must be obtained by the employee.

18.3 Such observations will be taken only for the purposes of improving education and only at the convenience of the School District and individual school.

18.4 The District shall pay substitute fees and travel allowance as provided in Article XVII.

ARTICLE XIX

LEGISLATIVE/JUDICIAL CHANGES

19.1 If any provision of this Agreement, or any application thereof, is rendered invalid by court decision or by legislation, then such provision shall be deemed invalid. Said invalidity will not affect the other provisions of this Agreement, and these other provisions shall remain in full force and effect.

ARTICLE XX

DISCIPLINE

20.1 The District may, at its discretion, impose discipline, including suspension without pay, for up to ten (10) days, for infractions of District rules and regulations.

20.2 Except where a single act is of sufficient gravity to warrant immediate suspension, an employee shall not be suspended without pay who has not received an oral warning, a written warning, and a written reprimand regarding the same offense.

20.3 As a minimum, preremoval safeguards must include notice of the proposed suspension, the reason(s) therefore, a copy of the charges and materials upon which the action is based, if any, and the right to respond, either orally or in writing, to the authority imposing suspension.

20.4 Compliance with the procedures of discipline under this Article shall be subject to review by the grievance procedure beginning at Level Three.

ARTICLE XXI

SALARIES

21.1 The classification on the attached salary schedule shall mean the following:

21.1.1 Class A – Baccalaureate Degree;

21.1.2 Class B – Baccalaureate Degree, plus fifteen (15) semester hours;

21.1.3 Class C – Baccalaureate Degree, plus thirty (30) semester hours;

21.1.4 Class D – Baccalaureate Degree, plus forty-five (45) semester hours or a Baccalaureate Degree, plus thirty (30) semester hours with a Masters Degree;

21.1.5 Class E – Baccalaureate Degree, plus sixty (60) semester hours, or a Baccalaureate Degree, plus forty-five (45) semester hours with a Masters Degree;

21.1.6 Class F – Baccalaureate Degree, plus seventy-five (75) semester hours, or a Baccalaureate Degree, plus sixty (60) semester hours with a Masters Degree.

21.2 The Parties agree to a settlement for 2015/2016 and 2016/2017 with the following programmed raises:

i. 2015/2016: 5% increase to salary retro to January 1, 2016
ii. 2016/2017: 5% increase to salary on July 1, 2016

as set forth in the 2016-2017 Certificated Salary Schedule attached hereto as Appendix "A".

21.3 The District shall provide a stipend of $30.00 per unit for each unit earned by a teacher after placement in Class F of the salary schedule. (Units must meet the guidelines stated in Section 21.8 below.)

21.4 Career Increments

21.4.1 Career increment of seven hundred fifty dollars ($750.00) shall be provided to teachers who have taught fifteen (15) years (increment begins the sixteenth (16th) year).

21.4.2 Career increment of one thousand five hundred dollars ($1,500.00) shall be provided to teachers who have taught eighteen (18) years (increment begins the nineteenth (19th) year).

21.4.3 An increment of seven hundred fifty dollars ($750.00) shall be added for each additional three (3) years of service in a like manner.

21.4.4 Years of service for purpose of career increments shall start with initial vertical placement of the salary schedule and accumulate at the rate of one year for each year of service in the District.

21.5 Extra Duty Pay Schedule – See **Appendix "B"**.

21.6 Years of service shall be defined to include year(s) in which an individual taught seventy-five percent (75%) or more of a school year. One year of credit shall be granted for each year of full-time service in any branch of the U.S. Military Service up to a maximum of three (3) years' credit.

21.7 Certificated employees may, if units accumulated warrant, move more than one (1) column across the salary schedule in any one (1) year.

21.8 Guidelines for professional growth: Undergraduate and postgraduate level courses in major/minor teaching or coaching areas are automatically accepted; undergraduate and postgraduate level courses outside the major/minor or teaching areas are subject to committee prior approval. The guidelines committee shall consist of the superintendent/designee and one (1) teacher from each campus. Guidelines shall be consistent with Board Policy.

ARTICLE XXII

FRINGE BENEFITS

22.1 District Provided Benefits

The health, vision, dental and orthodontia insurance Fringe Benefit choices provided in the 2015-2016 plan year shall continue for the 2016-2017 plan year unless GRTA leadership selects alternate specific plans to be offered to GRTA members, provided that said Fringe Benefit choices continue to be offered by SISC.

22.2 Health Insurance – District Premium Contribution

During the term of this Agreement, the District shall contribute up to a maximum of $13,200 effective July 1, 2016 per plan year for each unit member toward the cost of health insurance coverage. The coverage will be, and is considered to have been, pro-rated for employees who are hired after the start of the plan year and/or separate from employment prior to the plan end. In the event the actual cost of health insurance premiums exceeds the District's contribution, the difference shall be deducted from each employee's monthly salary. In the event the actual cost of health insurance premiums is less than the District's contribution, the difference shall be paid to each employee in equal monthly installments. However, employees hired after January 31, 2014 shall not receive payment for any unused amounts.

22.2.1 The District contracts with a third party administrator to provide medical including prescription/dental/vision plans for the certificated personnel. Both parties agree to comply with the parameters of the third party administrator. GRTA leadership selects specific plans to be offered to their members. Members choose plans annually according to District established timelines.

22.2.2 The District and GRTA agree to meet and confer regarding the upcoming regulations of the Affordable Health Care Act.

22.3 Health Insurance for Early Retirees

22.3.1 Unit members who have worked for the District a minimum of fifteen (15) years of full time service shall be eligible for payment by the District of their District medical insurance and prescription policy upon retirement, provided they retire no earlier than age 58.5 years. Payment by the District of their medical insurance and prescription policy shall be provided until the age of sixty-five (65) years, or until the employee qualifies for Medicare. Employee must choose one of the GRTA offered options. If a plan is chosen over the District cap, the retired employee will pay the difference for medical and prescription benefits. Dental and Vision premiums are not covered for early retirees. Dental and Vision coverage may be purchased through the District. A vested retiree receives credit towards only

the Medical premium and up to the same amount that an active member receives. All other provisions are status quo.

22.3.2 Said coverage will be provided for the retiring employee and eligible family members under the age of sixty-five (65) years, or until the employee qualifies for Medicare.

22.3.3 Application shall be made to the District Office at least thirty (30) days prior to retirement.

ARTICLE XXIII

EXTRA DUTIES

23.1 The Extra Duties Pay Schedule shall remain in effect except as modified herein. (See **Appendix "B"**: Extra Duty Pay Schedule.)

23.1.1 A Job Description will be developed for each position and will become an appendix to this Agreement.

23.1.2 Appointments to these positions are renewed yearly upon a recommendation of the Principal to the Board of Trustees.

23.1.3 Walk-on Coaches are not covered by this salary schedule. Their pay rate will be established by the Superintendent and Board.

23.1.4 Experience credit is granted by sport, i.e., a football coach who agrees to coach another sport starts on Step 1 of the new sport. Newly hired coaches will be given credit for previous coaching experience in the same sport at the same level.

23.1.5 Movement on the schedule is based on continuous service. If a coach quits for a year or more and decides to return, he/she does not automatically return to the step on which he/she was placed before leaving, unless granted a leave by the Board.

23.1.6 Unless granted a leave by the Board, a returning coach will be given a maximum of three (3) years' credit on this salary schedule and will progress from there on an annual step basis until the bottom step is reached.

23.1.7 Teachers hired after September 1988 who coach at the Middle School and later transfer to the High School will be given one (1) year of credit for each two (2) years of service at the Middle School in the same sport.

23.1.8 For determining salary placement, the District will place employees of Adjunct Duty Assignments (**Appendix "C"**) commensurate with total earned experience, not to exceed the 14th step on the Extra Duty Schedule (Post 1988-89 Middle School experience converts to .5 per year earned when placed in a High School assignment).

23.2 Additional voluntary and compensated extra duties are:

23.2.1 Adult Education, Home Teaching, Driver Training $25/hour;

23.2.2 In the event of unit member absences, effort shall be made to hire a regular substitute teacher; however, in those cases where regular substitutes are not available, regular unit members who volunteer may be used as substitute teachers. Teachers should be approached to volunteer on the basis of site teachers' District seniority, most senior first. If there are no volunteers, site administration shall assign substitute duties on an equitable basis.

23.2.2.1 For grades 6-12 (departmentalized classes), any unit member assigned to substitute during his/her preparation period shall be compensated at a rate of $20 per substitute period, in addition to their regular salary.

23.2.2.2 For grades K-6 (self-contained classes) including Transitional Kindergarten, in the event that a substitute is required but no regular substitutes are available, teachers can be assigned to cover students from another class, in addition to their own class. The teacher(s) assigned those extra students shall receive compensation equal to the daily rate of pay the district would have paid a substitute teacher divided by the proportional number of assigned students, in addition to their regular pay. In situations where teacher(s) are assigned extra students for a fractional part of a day, the amount of pay to be divided up amongst the receiving teachers shall not be less than one-half of the applicable substitute rate of pay. As an example, if 24 students from a class were equally distributed to three (3) teachers for the day, and the substitute rate of pay was $110, then each teacher would receive $36.67 for the day.

23.2.2.3 As per the 2013/2014 ratified TA concerning "comp time" the Parties agree to extend the pilot program through the 2016/2017 school year, teachers may, at their own discretion, accept compensatory time off in lieu of payment for services rendered as a substitute under Article XXIII. Compensatory time may be used in lieu of any category of sick leave. For each substitute assignment, the compensatory time would be a reverse calculation of the daily rate for that individual. For example, if a 3rd grade teacher takes 1/3 of a classroom for a day, he/she would be compensated 1/3 of a compensatory day. If the teacher took ¼ of the class for the day, then he/she would be

compensated ¼ of a compensatory day. A departmentalized teacher would earn compensatory time at a rate of 1/6 of a day for each period subbed. Use of compensatory time shall be subject to prior approval by the site administrator. If unit members' compensatory days are not used by the end of the school year, each compensatory day, or fraction thereof, shall be purchased from the unit member at the daily substitute teacher rate.

23.2.3 Summer School, Saturday School - $25/hour

23.2.3.1 Home/Hospital - $30/hour

23.2.4 Sixth Grade Camp - 650/session;

23.2.5 Any unit member required by the District or official of the District, to attend workshops or meetings which are beyond the regular school day and/or school year shall be compensated at the rate of $25.00 per hour. Regular faculty meetings are exempt from this clause. (See Article XV.)

23.3 Each building site shall establish a faculty meeting schedule not to exceed two (2) all staff faculty meetings per month. A forty-eight (48) hour notice shall be provided and a tentative agenda shall be published concerning the topics to be discussed.

23.4 Emergency meetings may be called at any time.

23.5 The length of each meeting shall not exceed one and one-half hours unless an emergency exists of there is mutual agreement to extend the time for a specific purpose.

ARTICLE XXIV

PEER ASSISTANCE AND PEER REVIEW (PAR)

Contract Language

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

25.1 Joint Committee (JC)

25.1.1 The Joint Committee shall consist of five (5) members, three (3) of whom shall be certificated classroom teachers who are selected by classroom teachers in a process supervised by the Association. The District shall choose two (2) of its representatives of the Joint Committee.

25.1.2 The Joint Committee shall establish its own meeting schedule. To meet a quorum, at least one District representative of the Joint Committee must be present. Such meetings shall take place during the regular workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the unit member's pro-rata hourly rate of pay.

25.1.3 The Joint Committee shall be responsible for the following:

25.1.3.1 Providing annual training for the Joint Committee members.

25.1.3.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.

25.1.3.3 Selecting the panel of Consulting Teachers.

25.1.3.4 Selecting trainers and/or training procedures.

25.1.3.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

25.1.3.6 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

25.1.3.7 Making available the panel of Consulting Teachers for selection by the Participating Teacher.

25.1.3.8 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

25.1.3.9 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

25.1.3.10 Establishing a procedure for applications as a Consulting Teacher.

25.1.3.11 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

25.1.3.12 Reviewing the final report prepared by the Consulting Teacher.

25.1.3.13 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board of the District concerning Participating Teachers, including forwarding the names of participants to the Governing Board prior to April 15th of each school year who, after sustained assistance, are not able to demonstrate satisfactory improvement.

25.1.3.14 Evaluating annually the impact of the PAR Program in order to improve the Program.

25.1.3.15 Provide services and receives and expends funds for purposes as allowed by Section 44506 (b) 1 through 5 of the California Education Code.

25.1.3.16 Preparing a proposed budget for the PAR Program to be submitted to the District's Governing Board. This budget will reference and enumerate all expenses

related to the Program, including training expenses, any stipends or other compensation received by Panel members of Consulting Teachers for performing their duties.

25.1.3.17 Other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.

25.1.3.18 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, the Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article or to comply with the law.

25.1.4 The District agrees to indemnify and hold harmless and provide a defense to the Association and any member of the Joint Committee against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the member's participation in Peer Assistance and Peer Review.

25.2 Participating Teachers (PT):

25.2.1 A Referred Participating Teacher is a teacher with permanent status who receives a rating of "does not meet the standards of the G.U.S.D."

25.2.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teachers. The Volunteer PT may terminate his or her participation in the PAR Program at any time.

25.2.3 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A maximum of one different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher.

25.2.4 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

25.2.5 Nothing in this Agreement shall be implemented or construed to waive a Participating Teacher's Weingarten rights.

25.3 Consulting Teachers (CT)

25.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

25.3.1.1 A credentialed classroom teacher with permanent status.

25.3.1.2 Substantial recent experience in classroom instruction.

25.3.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

25.3.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

25.3.2.1 A reference from a building principal or immediate supervisor.

25.3.2.2 A reference from an Association representative.

25.3.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

25.3.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

25.3.4 A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. If a teacher becomes an administrator while serving as a Consulting Teacher, they shall no longer serve as a Consulting Teacher.

25.3.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of

bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive pro rate hourly pay for all work beyond the regular workday and/or work year.

25.3.6 Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article 16, Transfer Rights, of this Agreement.

25.3.7 Consulting Teachers shall have the responsibility for not more than two (2) referred Participating Teachers. Each Referred Participating Teacher shall receive no less than twenty (20) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

25.3.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.

25.3.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction.

25.3.10 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide written reports to the Referred Participating Teacher for discussion and review.

25.3.11 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is meeting the standards of the G.U.S.D., or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean they are in agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) working days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

25.3.12 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or

her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

25.3.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.

RECOMMENDED FOR RATIFICATION

FOR THE DISTRICT

_____

Superintendent

Dated: _____

FOR THE ASSOCIATION

_____

Association President

Dated: _____

ACCEPTANCE

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties and that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered without need for further ratification or acceptance.

GUSTINE UNIFIED SCHOOL DISTRICT

By: _____

Board President

By: _____

Board Clerk

Dated: _____

GUSTINE – ROMERO TEACHERS ASSOCIATION

By: _____

Association President

Dated: _____

APPENDIX A
GUSTINE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE

APPENDIX B
GUSTINE UNIFIED SCHOOL DISTRICT
EXTRA DUTY PAY SCHEDULE

APPENDIX C
GUSTINE UNIFIED SCHOOL DISTRICT
ADJUNCT DUTY ASSIGNMENTS

APPENDIX D
GUSTINE UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANCE FORM

_____ _____ I II III IV

NAME SCHOOL SITE LEVEL (circle one)

Statement of Grievance: (include contract article(s) violated)

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Remedy: _____

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Filing Date: _____