

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GATEWAY TEACHERS ASSOCIATION
AND
GATEWAY UNIFIED SCHOOL DISTRICT**

July 1, 2025 – June 30, 2028

Effective: July 1, 2025
Board Approved: April 9, 2025

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ARTICLE 1

AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Gateway Unified School District (“District”) and the Gateway Teachers’ Association, CTA/NEA (“Association”), an employee organization.

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- 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, including any amendments, shall remain in full force and effect from July 1, 2025 – June 30, 2028.

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ARTICLE 2

RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative of a unit composed of all certificated employees of the District excluding: management, confidential, and supervisory, as determined by the Educational Employment Relations Act, as well as day to day substitutes (0 – 20 days).

ARTICLE 3

ORGANIZATIONAL SECURITY

- 3.1 Any unit member who is a member of the Gateway Teachers' Association/CTA/NEA, 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. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for the (10) months. Deductions for 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.

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- 3.2 The District shall remit all dues collected to the Association with an accompanying list of unit members for whom all dues deductions and contributions have been made.

- 3.3 Hold Harmless.

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action arising from or in any way related to the district's deduction of Association membership dues. The Association agrees to pay any judgment or settlement liability arising out of such challenges.

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The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

- 3.4 The provision of the Article shall be applied consistent with applicable law and decisions of competent jurisdiction.

ARTICLE 4
DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 4.2 The District's exercise of its powers, rights, authority, duties and responsibilities; 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.

ARTICLE 5
ASSOCIATION RIGHTS

- 5.1 The Association shall have the right of access to areas in which employees work, subject to the following procedures and conditions. All Association business, discussion, and activities shall be conducted by unit members and Association officials outside of employee's assigned duty times. Association representatives who are not employed by the District shall indicate their presence to the visiting building site office at the time of visiting the school campus.
- 5.2 The Association may use District facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. Policies regulating the use of facilities will be in accordance with the Civic Center Act.
- 5.3 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 the school building in areas frequented by teachers. The Association may use teachers' mailboxes for communications to teachers.
- 5.4 The District shall provide the Association, upon request, with any public information necessary for its conduct of its role as exclusive representative, consistent with the Educational Employment Relations Act.
- 5.5 "New employee orientation" means the process by which a newly hired certificated employee, whether in person, online, or through other means of mediums, are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

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The District and GTA agree that the District will annually schedule dates/times for both the District and GTA to participate in new employee orientation. To ensure compliance with AB119, the District and GTA agree to the following procedure:

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- 5.5.1 Prior to the first student contact day of the school year, the District shall provide the Association President, or designee, with a minimum of thirty (30) minutes of release time to lead a new employee "group" orientation.

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- 5.5.2 For employees that are hired after the work year begins, a minimum of thirty (30) minutes release time shall be provided by the district for the Association President, or designee, to attend new employee individual orientations.

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- 5.5.3 The parties agree the District will notify GTA with ten (10) days notice for each new employee orientation described above, except that a shorter notice may be provided in a specific instance where there is an urgent critical need to the District's operations that was not reasonably foreseeable.

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- 5.5.4 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. The orientation session shall not result in increasing the unit member's or members' daily scheduled work hours or be considered for overtime.

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- 5.6 The District shall provide the Association with the name, job title, work, home, and personal cell phone numbers, on file with the District, and the home address of any new employee in digital format within 30 days of hire. The District must also provide the union with this information in digital format for all bargaining unit members at least every 120 days.

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- 5.7 The District may notify the Association of any third-party requests for unit members' contact information, or California Public Records Act (CPRA) requests for disciplinary, evaluative, or other personnel-record information prior to fulfilling the request.

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- 5.8 Unit members may assist in planning and/or coordinating staff development days in collaboration with site level administration.

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ARTICLE 6

PROFESSIONAL PERFORMANCE REVIEW

6.1 Review Procedure

6.1.1 Frequency of Evaluation

6.1.1.1 Probationary and temporary unit members shall be reviewed each school year.

6.1.1.2 Permanent unit members shall be reviewed at least every other school year. If a permanent unit member is scheduled to be reviewed during a particular school year, but is granted a leave of absence for the equivalent of one (1) semester or longer, such review shall take place during the first year of return to duty.

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6.1.1.3 Professional performance reviews for teachers is located in Appendix I-1; school counselors is located in Appendix I-2; school nurses is located in Appendix I-3; and school psychologists is located in Appendix I-4.

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6.1.2 Unit members to be reviewed during a particular school year shall be furnished a copy of the review procedures, advised of the criteria upon which the review is to be based, and notified of the identity of the reviewer(s) no later than September 15 or within 10 days of the first day of paid status (whichever is later) of the year in which the review is to take place. In the event unforeseen circumstances prevent the reviewer(s) from doing the professional performance review, the reviewer(s) may be changed by mutual consent between the Association and District. Fifteen (15) days of notice of said change shall be given to the unit member.

6.1.2.1. With consent of the unit member and evaluator, unit members who meet each of the following conditions shall be evaluated every four (4) years.

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6.1.2.1.1 The unit member has been employed by the District as a certificated employee for at least ten (10) years. The unit member must have worked a minimum of fifty (50) percent of the number of days in the work year.

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6.1.2.1.2 The unit member was rated as meeting or exceeding standards in his or her previous evaluation and "Continued Employment Recommended".

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6.1.3 The unit member being reviewed and the reviewer shall meet no later than October 15 or within twenty (20) days of the first day of paid status, whichever is later to discuss the following: *Rev. 04/25*

6.1.3.1 Objectives and standards to be achieved during the review period. Such criteria shall be applicable to both formal and informal observations.

6.1.3.2 A schedule of formal observations, conferences and final review date. In the event of a disagreement over the objectives, standards, and/or review schedule, the unit member and the reviewer shall:

6.1.3.2.1 Make a good faith effort to resolve the differences themselves.

6.1.3.2.2 If the disagreement persists, the parties may invite a mutually agreed upon third party to assist in resolving the differences. The third party shall recommend alternatives to the unit member and the reviewer.

6.1.3.2.3 If either the unit member or reviewer reject the proposed alternatives, or no agreement is reached on the designation of a third party, each shall have the opportunity to state his/her position on the matter(s) in dispute, and to have a written statement attached to the review form, thereupon the review process as defined herein shall commence.

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The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

6.1.4 During the course of the review period, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of these objective and standards in the manner prescribed in 6.1.3 above, prior to December 1.

6.1.5 The review process shall include the following activities:

6.1.5.1 Formal classroom observations shall:

6.1.5.1.1 Last at least one-half a class period or the length of a lesson.

6.1.5.1.2 Be made known to the unit member at least two (2) days prior to their occurrence.

- 6.1.5.1.3 Be followed by a conference within six (6) days of the observation.
- 6.1.5.1.4 Ordinarily be two (2) in number. With agreement of both the unit member and the reviewer, the number of classroom observations may be reduced to one (1) in case of obvious satisfactory performance by permanent unit members.
- 6.1.5.2 In the case of an unsatisfactory review, the reviewer and the unit member shall have taken positive action to correct any cited deficiencies. The reviewer's role to assist the unit member shall include, but not be limited to, the following:
 - 6.1.5.2.1 Specific recommendations for improvement.
 - 6.1.5.2.2 Direct assistance to implement such recommendations.
 - 6.1.5.2.3 Provision of additional resources to be utilized to assist with improvement.
 - 6.1.5.2.4 Techniques to measure improvement.
 - 6.1.5.2.5 Time schedule to monitor progress.
- 6.1.5.3 When the classroom observation form indicates an area or areas of concern that might result in a needs improvement rating on the Performance Review, the reviewer's role to assist the certificated member shall include, but not be limited to, the following: 6.1.5.2.1 through 6.1.5.2.3. The certificated member shall, upon request, be entitled to additional classroom observations, review conferences and written reviews. Such entitlement includes a pre-observation conference.

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- 6.1.5.4 In preparing the final review form for placement in the unit member's personnel file, the reviewer shall rely upon data collected through formal classroom observations, informal observations and counseling, review conferences, and fulfillment of professional responsibilities (see Appendix I, Review Form.) Any deficiencies which have been brought to the attention of the unit member, and subsequently corrected shall be noted in the final review form.

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- 6.1.5.5 Cited deficiencies noted in informal observations may become part of the final review under the following conditions:

6.1.5.5.1 A conference is held between the unit member and the reviewer to discuss such deficiencies.

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6.1.5.5.2 Such deficiencies are reoccurring.

6.1.6 A unit member shall not be reviewed on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

6.1.7 A final review conference between the unit member and reviewer shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final review form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final review.

6.1.8 Unit members shall not participate in the review(s) of other unit members.

6.1.9 The review of unit members, pursuant to this Article, shall not include or be based upon the following:

6.1.9.1 Standardized achievement test results.

6.1.9.2 Results of any surveys and/or tests utilized for the purpose of a School Improvement Plan.

6.1.9.3 Achievement of objectives stated in Individual Education Programs (IEP's) of special education students.

6.1.9.4 Utilization of any self-review techniques unless specifically agreed to by the unit member being reviewed.

6.1.9.5 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

6.2 Personnel Files

6.2.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the district. Unit members shall have the right to inspect and obtain a copy of personnel file materials upon request.

6.2.2 Materials in the personnel file of a unit member shall be made available for inspection by the unit member. Upon written 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.

6.2.3 Derogatory Materials:

6.2.3.1 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given ten (10) days notice and an opportunity to review and comment thereon. 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 and the unit member shall be released from duty for this purpose without salary reductions.

6.2.3.2 Any derogatory statements based upon a particular incident or incidents to be included in the personnel file shall be noted within ten days of occurrence or knowledge thereof by the reviewer.

6.2.3.3 No document based on derogatory hearsay, rumor, unsigned or unsubstantiated material shall be placed in an employee's personnel file.

6.2.4 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.

6.2.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Personnel Director. 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 Association representative as authorized in writing by the unit member.

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ARTICLE 7

PUBLIC CHARGES AND COMPLAINTS

7.1 Complaint Procedure

7.1.1 The appropriate processing of complaints concerning unit members shall be from the complainant to the unit member to the unit member's Principal, or direct supervisor, to the Superintendent to the Governing board. This complaint procedure only applies to written complaints. If the Superintendent or the unit member's Principal or supervisor receives an oral complaint, they may exercise their discretion whether or not to direct the complainant to meet with the unit member to discuss the complaint. This complaint procedure does not apply to a complaint made by one employee of the District against another employee of the District. Such complaints shall be resolved as determined by the Superintendent or designee. Complaints presented to the Governing Board must be submitted in writing.

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7.1.2 All complaints shall be brought forth within 45 days of the alleged event unless it is a violation covered by state or federal law. Any student, parent or citizen complaint about a member shall be reported to the unit member by the administrator receiving the complaint, within five (5) school days of receipt. The unit member shall receive a copy of the written complaint at the time of notification. This complaint procedure does not apply to a complaint made by one (1) employee of the District against another employee of the District. Such complaints shall be resolved as determined by the Superintendent or designee. Complaints presented to the Governing Board must be submitted in writing.

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7.2 Level 1: Upon receipt of a written complaint to the Superintendent, the unit member's Principal, or direct supervisor, the unit member shall be directed to meet with the complainant if they have not already met. Efforts shall be made to achieve early resolution of the complaint. The complainant may decline to meet with the unit member. The unit member may decline to meet with the complainant. If a meeting is held, the unit member's Principal or designee shall facilitate the meeting in an attempt to resolve the complaint. An Association representative may be present at the meeting between the complainant and the unit member.

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7.3 Level II: If the complaint is not resolved at Level I, or if the complainant or the unit member refuses to meet at Level I then the Superintendent, or designee, shall attempt to meet with parties and resolve the complaint.

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- 7.4 Level III: If the complaint is not resolved at Level II and the complainant desires to have the complaint heard by the Governing Board, he/she shall so advise the Superintendent in writing and the Superintendent shall provide a copy of the written complaint to the Board of Trustees.

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- 7.5 The unit member is allowed to remain in the position until formal charges have been made by the complainant, except in circumstances where the Superintendent may remove the employee from duty with pay pending investigation of any formal complaint, as per the Education Code.

- 7.6 If a unit member challenges the allegations contained in the complaint that was presented to the Governing Board, he/she may file a rebuttal on that basis within thirty (30) days. The failure of a unit member to file a rebuttal shall not be construed as an admission that the allegations in the complaint are true.

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- 7.7 The written complaint shall not be placed in the personnel file if it is withdrawn, resolved in favor of the employee, or determined to be false.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Definitions

8.1.1 A "grievance" is a claim by one or more unit members, or the Association, that there has been a violation, misinterpretation, or misapplication under the provisions of this Agreement.

8.1.2 The "aggrieved party" or "grievant" is the person(s) or the Association making the claim.

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8.1.3 A "party in interest" is any unit member or the Association who might be required, or choose, to take action or against whom action might be taken in order to resolve the claim.

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8.1.4 A "working day" is any day in which a unit member is required to render service under the terms and conditions of this agreement.

Rev. 01/16

8.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, reasonable 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 and possible at any level of the procedure.

Note: This does not in any way preempt the opportunity of an informal conference prior to the filing of a formal grievance.

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8.3 Procedure

Grievances should be initiated in a timely manner, but not to exceed twenty (20) working days of the actual event, or knowledge of the event, or actions surrounding the matter.

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8.3.1 Level I (Informal)

Before filing a formal written grievance (Appendix J), the grievant shall attempt resolution by an informal conference with his/her immediate supervisor. If informal conversations have not resolved the grievance, the grievant shall present the Level I form, located in Appendix J, to his/her immediate supervisor. The immediate supervisor shall attempt to resolve the grievance and respond within ten (10) working days before the Level II can begin.

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8.3.2 Level II (Formal)

In the event the grievant is not satisfied with the decision at Level I, the grievant must present the grievance in writing on the appropriate form (Appendix J) to his/her immediate supervisor within ten (10) working days.

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8.3.2.1 The immediate supervisor shall meet with the aggrieved party and/or designated Association Representative within five (5) working days of receipt of grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) working days of such meeting.

Rev. 01/16

8.3.3 Level III (Mediation)

8.3.3.1 If the grievance is not adjusted at Level II, the Association may submit a written request to the Superintendent or designee for mediation within ten (10) working days of the Level II response.

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8.3.3.2 Upon receipt of the request for mediation by the Superintendent or designee, the District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.

8.3.3.3 The mediator, within twenty (20) working days, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance. This time-line may be extended by mutual agreement of the Association and District or due to the availability of the state mediator.

Rev. 01/16

8.3.4 Level IV (Arbitration)

- 8.3.4.1 If the grievance is not satisfactorily adjusted at Level III, the grievant may within five (5) working days after the conclusion of Level III request the Association to submit the grievance to arbitration.

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- 8.3.4.2 If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) working days of the aggrieved party's request. Within ten (10) working 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 Request to Arbitrate to the State Mediation and Conciliation Service (SMCS). The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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- 8.3.4.3 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. 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 question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

- 8.3.4.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the costs of any hearing room, will be borne equally by the District and the Association. All other costs for services, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

8.4 Time Limits

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

Rev. 01/16

- 8.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement.

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- 8.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

8.5 Rights of Representation

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

8.6 No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

8.7 Grievance

If the same grievance, or substantially the same grievance is made by more than one unit member, only one grievant on behalf of himself/herself and the other grievant, may process the grievance through the grievance procedure. The names and signatures of all aggrieved unit members shall appear on all documents related to the processing of the grievance.

ARTICLE 9

VACANCIES, TRANSFERS AND REASSIGNMENTS INTRODUCTION:

This Article guarantees the right of employees in regard to vacancies, transfer and reassignments.

9.1 Definitions

9.1.1 A “transfer” is the movement of a permanent, probationary, or temporary unit member to a different work site.

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9.1.2 A “reassignment” is the movement of a permanent, probationary, or temporary unit member from one discipline area to another discipline area, or one grade level to another grade level at the same site.

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It is not considered a reassignment if moved within his/her own department.

9.1.3 A “vacancy” is a current or new position to which no unit member is assigned after reassignments at the site are completed.

9.1.4 “Seniority” is defined in Article 17.

9.2 Voluntary Transfers

9.2.1 A permanent or probationary unit member may submit a written request for transfer to the Human Resources Department at any time, whether or not a vacancy exists. The permanent or probationary unit member may also submit a request subsequent to the posting of a vacancy notice pursuant to the posting procedures of this Article.

Rev. 11/22

9.2.2 For the purposes of selecting which permanent or probationary unit member may be voluntarily transferred in order to meet the needs of the District, the District shall consider the training, experience, major and minor fields of study, credential, length of service, past evaluations and advanced degrees of each person being considered. All things being equal, seniority will be the determining factor.

9.2.3 A transfer request shall not be denied arbitrarily, capriciously or without basis in fact.

9.2.4 If a request for voluntary transfer is denied, upon request, a meeting with the administrator who denied the request shall be granted to discuss the reasons for the denial.

- 9.2.5 If the permanent or probationary unit member requests that his/her application for transfer be kept confidential, the Principal at the school site shall not be notified by the Department of Human Resources of the application until after an opening has occurred.

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- 9.2.6 Teachers who are transferred will receive orientation in curriculum and classroom management at the discretion of the site administrator.

- 9.2.7 All teachers transferred will be given up to three (3) days leave during the first year of their new assignment, as arranged with the site administrator. These days will be used for the purpose of visitations, professional growth, meetings with mentors, planning or development of curriculum materials.

9.3 Voluntary Reassignments

- 9.3.1 A permanent or probationary status unit member may submit a request for reassignment at any time, whether or not a vacancy exists.

- 9.3.2 Voluntary reassignments shall be made by the site administrator as per 9.2.2 on approval from the Superintendent or designee.

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- 9.3.3 All teachers reassigned will be given up to three (3) days leave during the first year of their new assignment, as arranged with the site administrator. These days will be used for the purpose of visitations, professional growth, meetings with mentors, planning or development of curriculum materials.

9.4 Involuntary Transfers/Reassignments

- 9.4.1 Involuntary transfer shall not be made arbitrarily, capriciously or without basis in fact, but may be made for the following reasons.

- 9.4.1.1 Opening or closing of a school.
- 9.4.1.2 Change in enrollment or patterns of students.
- 9.4.1.3 Reduction or increase in the number of particular kinds of classes or programs.
- 9.4.1.4 As determined by the District, improvement of the educational program within any school, including, but not limited to, balancing staff background, experience, interests and academic preparation.
- 9.4.1.5 Decreased funding.
- 9.4.1.6 Change in school configuration.

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9.4.2 If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers at the affected site, prior to making involuntary transfers/reassignment. If an involuntary transfer/ reassignment becomes necessary, the unit member who has the least District seniority at the site shall be transferred or reassigned.

9.4.3 Any member of the unit who is involuntarily transferred/reassigned shall be informed by the Superintendent or designee, in writing, of the reasons for the transfer. If the involuntary transferred/reassigned unit member so requests, a conference shall be held between the unit member and Superintendent or designee prior to the effective date of the transfer/reassignment. The unit member may request the site Principal's attendance at the conference.

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9.4.4 In the event of an involuntary transfer, the teacher may request a meeting before an advisory committee made up of the following members: 1) District administrative personnel (not to exceed 2), 2) President of the Gateway Teachers' Association or designee, 3) an Association member chosen by the teacher. The committee shall make a report to the Superintendent who shall make the final decision.

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9.4.5 If a particular school is to be closed, the unit member at that school site shall be accorded the first priority for filling any new or vacant position in the District for the affected school year. If more than one unit member requests the same position, then it will be filled by the most senior person who meets the qualifications for the position.

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9.4.6 Unit members who are transferred/reassigned during the school year shall be given three (3) days of released time for preparation prior to the effective date of the transfer/reassignment, as arranged with the site administrator. The District shall move the unit member's materials unless otherwise requested by the unit member.

Rev. 03/20

9.4.7 Effective July 1, 2007, two (2) days of compensatory time or substitute pay will be awarded each time a unit member is required to change classrooms. If a unit member is required to change classrooms he/she will be given at least ten (10) days notice unless it is an emergency situation. The District will move everything other than non-classroom essentials (i.e. refrigerator/microwave) within ten (10) academic calendar days of notification by the employee. In the event of unforeseen circumstances, the District and the Association will meet to determine how the provisions of this article will be applied.

Rev. 11/22

9.5 Notification of Assignment

All transfer and reassignments will normally be completed no later than fifteen (15) calendar days prior to the end of the school year with unit members being notified by the Principal of their assignment prior to the end of the school year. In the event of an occurrence after this date such as death, resignation, leave of absence, change of curriculum, change in enrollment, change in funding or other unforeseen circumstances, transfers and reassignments may be made or changed by the District as it determines necessary. In the event of such change, the District will notify the employees as soon as possible.

Rev. 03/20

9.6 Vacancies

9.6.1 If a position within the bargaining unit is created or becomes available, that position will be posted and filled as per this section.

Rev. 03/20

9.6.2 The District shall provide to the Association and post in all school buildings a list of all vacancies and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The postings shall contain the following: 1) a closing date, 2) a job description, 3) qualifications necessary to meet the requirements of the position. All certificated vacancies will be posted for five (5) calendar days. All permanent, probationary and temporary unit members meeting the requirements who submit a request shall be granted an interview. The closing date shall be the same for all applicants. All district employees shall be notified of vacancies via district email; those requesting to be notified via other means shall notify the district in writing (i.e., personal email or postal mail).

Rev. 11/22

9.6.3 If a unit member is selected for transfer by the District pursuant to Section 9.6.2, the District may select another candidate from within that interview pool to fill any subsequent vacancies that result.

Rev. 11/22

9.6.4 If a current employee is not selected for the position, the District shall, upon the request of the unit member, provide in writing the reasons for the unit member not receiving the vacancy.

ARTICLE 10

CLASS SIZE

10.1 Definitions

“Class roster” is defined as students assigned in the student information system to a unit member as well as students who are mainstreamed (as indicated on a student’s IEP) assigned to a teacher and certified by school administration.

“Average” is defined as the total number of students on a class rosters divided by the number of classes taught.

Rev. 11/22

10.2 Purpose

The District and the Association are both committed to maintaining class sizes below state guidelines. In order to maintain class balances and equitable instructor load, the District will consider factors other than numbers alone, i.e., students with special needs, behavior problems and/or bilingual concerns. If the average number of students assigned to any unit member exceeds maximums as outlined in the table below for 50% or more of the grade reporting period, the unit member will receive the appropriate stipend as listed below at the end of the trimester or semester.

Rev. 05/24

<u>Grade Levels</u>	<u>Class Size Maximum</u>	<u>Term</u>	<u>Stipend for Exceeding Class Size Maximum</u>
TK-3	26	Trimester	\$400
4-6 self-contained	30	Trimester	\$400
6-8	32	Trimester	\$400
9-12	32	Semester	\$600
6-12 PE	50	Trimester	\$400
		Semester	\$600
9-12 Weight Training	40	Semester	\$600
6-12 Music (Departmentalized)	40	Trimester	\$400
		Semester	\$600
Special Day Class	15	Trimester	\$400
		Semester	\$600
<u>Grade Levels</u>	<u>Caseload</u>	<u>Term</u>	<u>Stipend for Exceeding</u>
Resource Specialist	28	Trimester	\$400
		Semester	\$600
K-12 Long-Term Independent Study	26	Trimester	\$400
		Semester	\$600

Rev. 04/25

10.2.1 Part-Time

Stipends will be prorated for part-time teachers and teachers teaching less than the maximum amount of sections, minus a prep period.

10.2.2 Section 10.1 does not apply to alternative education programs with the exception of long-term independent study.

10.2.3 Combination Classes

For all full-day self-contained general education classes, grades 1-5, bargaining unit members teaching a combination class shall receive a \$1200 stipend.

10.2.3.1 The District will strive to maintain combination classes at a level of 10% below others and will strive to balance class loads.

Rev. 05/24

10.2.4 Career Tech Education (CTE) and science teachers at a comprehensive school site, or shared at multiple sites, who teach four (4) or more different courses/preps within a day shall receive a \$1200 annual stipend.

Rev. 04/25

ARTICLE 11

LEAVES

11.1 Rules for General Absence

- 11.1.1 Unit members shall not be absent from school during their scheduled assignments or from class without notifying and receiving permission from the Principal or his/her Designee(s).
- 11.1.2 If any unit member needs to be absent from duty, notice must be given to the immediate supervisor or designee. Except in the event of an emergency, the office manager shall be notified prior to the day of the absence. It is the responsibility of the unit member to see that the class emergency folder/attendance roster, lesson plans, and other pertinent material necessary to conduct the class are made available to the substitute.

Rev. 01/13

11.2 Sick Leave

- 11.2.1 Full-time unit members under regular contract shall be entitled to seventy (70) hours (equivalent to ten (10) days) of leave of absence for illness or injury each school year. This leave is cumulative. In addition, unit members who are employed beyond the normal contractual days shall be granted an extra seven (7) hours (equivalent to one (1) extra day) of Sick Leave for each additional month of service. Service of two weeks or more shall be considered as a full month, and service of less than two weeks shall not qualify.

During any calendar year, unit members are entitled to use their accrued Sick Leave to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a "parent" is defined as a biological, foster or adoptive parent; a step-parent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.

Rev. 05/24

11.2.2 **Differential Pay Leave**

When a unit member has exhausted all available Sick Leave, the District shall apply the provisions outlined in California Education Code 44977 (a).

Rev. 11/22

- 11.2.3 Every full-time unit member is entitled to use Sick Leave in three and one-half (3.5) hour increments.

11.2.4 In the event a unit member is absent for reasons chargeable to sick leave under this Article for two (2) hours or less, and his/her class is covered by arrangement with the immediate supervisor or his/her designee, the absent unit member shall not have any loss of sick leave.

11.2.5 Before returning to work a unit member who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her licensed health care provider stating that he/she is able to return and stipulating any recommended restrictions or limitations. The district may, at district expense, require the opinion of a licensed health care provider chosen by the district.

11.3 Pregnancy Disability Leave

11.3.1 The California Pregnancy Disability Leave Act (PDLA) grants employees up to four months of unpaid leave while disabled by pregnancy, childbirth, or related medical conditions. (Gov. Code § 12945) Any unit member may utilize accumulated sick leave or other available paid leaves, for the purpose of a disability related to pregnancy, childbirth, or related medical conditions and the recovery therefrom. (Educ. Code § 44977) The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician, provided that such verification clearly demonstrates to the district that such leave is for disability and is not for the purposes of child care or any purpose other than pregnancy related disability. Employees are encouraged to schedule an informational appointment with Human Resources.

Rev. 11/22

11.4 Parental Leave/Baby Bonding

11.4.1 Eligible unit members may utilize up to twelve (12) workweeks of paid parental leave within the first year, for the purpose of bonding with his/her newly born, foster or adopted child in compliance with current law. Once sick leave is exhausted, the employee shall receive no less than 50% of their salary. (Educ. Code § 44977.5) Employees are encouraged to schedule an informational appointment with Human Resources.

Rev. 11/22

11.4.2 The Board may grant an unpaid leave of absence, not to exceed one year, to a unit member for the purpose of caring for his/her newly born or adopted child.

11.5 Family and Medical Care Leave

11.5.1 The provisions of this section shall be applied in conformance with the Family

Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Unit members may be eligible for leave pursuant to FMLA and CFRA. Eligibility for such leave is determined by the criteria in these statutes. These leaves shall run concurrently with all other paid leaves if applicable. If leave is foreseeable, at least thirty (30) days' advance notice or as soon as possible, the member shall advise the Department of Human Resources. If less than 30 days' notice is given, the District may require a written explanation why the 30 day requirement wasn't met.

Rev. 03/20

- 11.5.2 Please contact your association representative and/or the district office for current explanation of these leaves and eligibility requirements and benefits.

Rev. 03/15

11.6 Industrial Accident or Illness Leave

- 11.6.1 Unit members shall be eligible for leave of absence because of industrial accident or illness. Allowable leaves shall be for not more than sixty (60) service days in any one fiscal year for the same accident and shall commence the first day of absence.

Rev. 03/20

- 11.6.2 Leaves of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 11.6.3 The unit member shall be paid such portion of the salary due him/her for any month in which absence occurs as added to the temporary disability indemnity under the California Labor Code, will result in payment to him/her of not more than full salary.

- 11.6.4 Leave of absence applied for under this provision (11.6) shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award to the employer.

Rev.03/20

- 11.6.5 Upon termination of industrial illness and accident leave, the unit member shall be entitled to accumulated sick leave benefits under the sick leave provision of this Agreement with the stipulation that if the unit member continues to receive temporary disability indemnity, he/she may elect to receive as much of his/her accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or

illness. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

11.7 Bereavement Leave

- 11.7.1 Every unit member shall be entitled to five (5) days because of the death of any member of the unit member's immediate family, with no deduction from the salary of the unit member.

Rev. 11/22

- 11.7.2 "Member of the immediate family" shall herein mean: Mother, father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister of the unit member or spouse; grandparents, grandchildren, aunts, uncles, nieces and nephews of the unit member or spouse; the son-in-law or daughter-in-law of the unit member; or anyone living in the immediate household of the unit member.

Rev. 03/20

- 11.7.3 Unit members shall be entitled to five (5) days of bereavement leave due to a reproductive loss event. A reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. This benefit applies to both parents, regardless of gender.

Rev. 05/24

- 11.7.4 Unit members may take up to one day of leave per school year without loss of pay to attend the funeral of a person other than an immediate family member.

Rev. 01/13

- 11.7.5 Bereavement leave shall not be deducted from sick leave.

11.8 Jury Duty

- 11.8.1 Unit members will be granted leave for the purpose of serving jury duty.

- 11.8.2 Unit members receiving notice to appear for jury duty will confer immediately with the Principal or supervising administrator.

- 11.8.3 When a unit member is granted leave for jury duty, he/she shall endorse his/her juror's pay, excluding mileage and meal allowance, to the District.

11.9 Personal Necessity Leave

- 11.9.1 During any school year up to ten (10) days of leave of absence allowed pursuant to Article XI, Section 2, may be used by the unit member in case of personal necessity.

- 11.9.2 Up to five (5) days of such leave may be taken consecutively. In the event five (5) days are taken consecutively, these days cannot be combined with school holidays or recess.

Rev. 11/22

- 11.9.3 At least five (5) days notice shall be given to the immediate supervisor and the unit member shall submit a request for a substitute and provide plans for the substitute, except in emergency situations.

Rev. 04/25

- 11.9.4 Leave is deducted from sick leave or is unpaid if sick leave is exhausted.

Rev. 11/22

- 11.9.5 Personal necessity leave is not cumulative.

Rev. 11/22

11.10 Special Leaves of Absence

- 11.10.1 Unit members may request a leave of absence from duty for a period of up to one year. Such leaves shall be without pay. Unit members granted such leave may continue fringe benefits at their own expense with the approval of the insurance carrier. Requests for leave may be based on illness or personal reasons.

- 11.10.2 Unit members requesting such leaves shall present a letter to the Superintendent or designee indicating the reasons for the request. This request shall be submitted no later than March 1 of the school year prior to the leave. Exceptions to the March 1 deadline may be granted by the Superintendent or designee for extenuating circumstances.

- 11.10.3 The Superintendent, or designee, will reply to the unit member's request within thirty (30) calendar days. Upon request, denial of leave shall be explained in writing.

Rev. 03/20

- 11.10.4 The unit member on leave must notify the District in writing no later than December 15 of the school year of the leave of the unit member's intent to return or request an extension of such leave. The District will notify the unit member in writing of the requirement at least one month prior to the December 15 deadline.

Rev. 11/22

- 11.10.5 A unit member who returns from a leave of absence shall not enjoy the right to return to work at any particular school, grade level, or to teach any particular course of study. Rather, the primary consideration in assigning the unit member shall be the instructional needs of the District as determined by the Superintendent.

11.11 Catastrophic Leave

11.11.1 Eligibility and Contributions

- 11.11.1.1 Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate must donate one (1) sick day by October 1st. Only those who have donated a sick day to the Bank may receive contributions from the Bank. Unit members returning from leave during the enrollment period and new hires, will be permitted to contribute within thirty (30) calendar days of beginning work.
 - 11.11.1.2 Unit members who do not join the Bank, upon first becoming eligible, must wait forty-five (45) days after joining the Bank before becoming eligible to receive a contribution from the Bank. GTA will be responsible for tracking unit members' forty-five (45) day waiting period.
 - 11.11.1.3 Members of the Catastrophic Leave Bank Committee may solicit additional days, dependent upon the need, when the bank of days drops to or below thirty (30) days. Failure to make such a donation may result in cancellation of membership to the Bank. Previous donations shall not be returned upon cancellation of membership in the bank. Eligibility may only be reestablished in accordance with 11.11.1.2, as stated above. The Association will be responsible for record keeping of members' donations to the catastrophic leave bank in sections 11.11.1.1, 11.11.1.2, 11.11.1.3.
 - 11.11.1.4 Catastrophic Leave shall begin only after all other personal accumulated sick leave and other paid time off has been exhausted.
- 11.11.2 To request Catastrophic Leave, the unit member, or his/her designee, shall submit a request in writing to the Association President stating the facts which support a need for Catastrophic Leave.
- 11.11.2.1 To qualify for such leave, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit members family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other time off.
 - 11.11.2.2 A "member of the unit member's family" in 11.11.2.1 above shall be

limited to spouse, children, mother, father or an individual over which the unit member has legal guardianship.

- 11.11.3 As soon as practicable, a committee designated by the Association's Executive Board shall meet and determine whether to recommend implementation of the Catastrophic Leave provisions to the Association Membership.

Rev. 03/20

- 11.11.3.1 If the request is denied, the Association President shall notify the unit member or his/her designee and the Superintendent.

- 11.11.3.2** If the request is approved, the Association shall notify the District, in writing, that the approved leave meets the definition of catastrophic leave as specified in Educ. Code § 44043.5, and authorizing the removal of days from the Catastrophic Leave Bank. If there are not sufficient days in the bank, the Association shall solicit the certificated unit members in the Association on an approved District form authorizing donation of sick leave days for use pursuant to this section.

Rev. 11/22

- 11.11.3.3 The Association President will provide the Superintendent, or designee, with a list of the names of the unit members donating sick leave, the number of days donated by each unit member and a recommendation that the requesting unit member be granted Catastrophic Leave.

Rev. 03/20

11.11.4 Catastrophic Leave Bank

- 11.11.4.1 Sick leave days cannot be donated to an individual but to the Catastrophic Leave Bank.

Rev. 03/20

- 11.11.4.2 If the unit member is granted Catastrophic Leave, the donated days will be deposited in a Catastrophic Leave Bank and deducted from the donating unit member's accumulated sick leave.

Rev. 03/20

- 11.11.4.3 Days donated and taken pursuant to this Section shall be credited/deducted/donated in full day or half-day (1/2) increments.

Rev. 03/20

11.11.4.4 The maximum number of days a unit member can contribute per year pursuant to this Section is ten (10).

11.11.4.5 The Catastrophic Leave Bank shall be reduced by one (1) full day for each full day of leave awarded to the requesting unit member, or one-half (1/2) day for each one-half (1/2) day of leave awarded to the requesting unit member.

Rev. 03/20

11.11.4.6 In the event that days donated to the Catastrophic Leave Bank are not used, then those days will be retained in the Catastrophic Leave Bank for future use as recommended by the Association.

Rev. 03/20

11.11.4.7 Catastrophic leave days shall not exceed ten (10) days per event.

Rev. 11/22

11.11.5 Unit members using Catastrophic Leave pursuant to this Section shall not accrue any other leave credits provided for in this Agreement or by law.

11.11.6 The District shall cooperate with the Association in establishing appropriate record-keeping procedures including the total number of accumulated days in the Catastrophic Leave Bank and the names of participating bargaining unit members.

Rev. 03/20

11.12 Association Leave

11.12.1 The Association may utilize a total of eleven (11) days per school year (non-cumulative) of release time for Association business.

11.12.2 The release time is granted with the understanding that the unit members' first commitment is to employment with the District and that absences for Association activities will be held to a minimum.

11.12.3 The Association President will make every effort to provide three (3) days advance notice to the site administrator for such requests.

11.13 Personal Professional Development Leave

11.13.1 A Unit Member shall be entitled to two (2) days per school year (non-accumulative) for a Professional Growth activity. Such leave shall not be deducted from accrued Sick Leave.

Rev. 05/24

- 11.13.2 Such days may be utilized for a Professional Growth activity (e.g. conference or workshop) directly related to the Unit Member's working assignment, as approved by the Superintendent or Designee. Unless otherwise approved by the Superintendent or Designee, no more than two (2) Unit Members per school or four (4) within the District may utilize this leave during the same day.

11.14 Sabbatical Leave

- 11.14.1 The Board may grant unit members a sabbatical leave of absence not to exceed one year for the purpose of permitting study or travel by the unit member, which

will benefit the schools and the students of the District. No such leave, however, shall be granted to any unit member who has not rendered full-time service to the District for at least seven (7) consecutive years preceding the granting of the leave, and not more than one such leave shall be granted in each seven year period.

- 11.14.2 Each unit member granted such leave shall receive compensation at the rate of one-half the salary the unit member would have received during the period of the leave if he/she had continued in regular service during such period. Any compensation so granted may be paid in two equal installments during the first two years of service rendered as an employee of the District following the return of the unit member from the leave of absence. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the unit member during the period of sabbatical leave in the event the unit member fails to return to render service twice the length of the sabbatical leave to the District following the termination of the sabbatical leave; or in the event the unit member fails to satisfactorily carry out the program of study or the itinerary of an approved trip. The bond shall be exonerated in the event that failure of the unit member to return and render the required service is caused by death or the physical or mental disability of the unit member.

- 11.14.3 Physical disability shall be certified by a physician acceptable to the District and mental disability by a psychiatrist acceptable to the District. Costs of such examination shall be at the unit member's expense. Unit members on sabbatical leave shall receive the same benefits as active duty unit members.

- 11.14.4 Unit members applying for sabbatical leave shall do so by sending a letter of

application to the Superintendent. Applications shall be received not later than January 15 of the year prior to the effective date of the leave. The Superintendent shall notify unit members as to the status of their leave request by March 1. The applicant shall set forth the purpose of the leave and shall give examples of why the leave will be of benefit to the District. The application shall also describe the program of study, the courses to be taken, and the total units to be earned. The applicant must, except when travel is involved, enroll in a minimum academic program in the college or university where the work is taken. This will equal at least twelve semester units of course work. In the event that the applicant seeks a leave to travel, the application must give precise examples of the value that would accrue the District. All leaves which involve travel must include provisions for the earning of a minimum of six semester units per semester. All units shall be awarded by an accredited U.S. institution. The Superintendent may deny a request for leave even though the number of leave requests is less than the maximum number of leaves allowed when, in the judgment of the Superintendent, the leave will not be of benefit to the District.

- 11.14.5 At the conclusion of the leave, the unit member shall furnish the Superintendent with official transcripts to verify work agreed to be taken at the time the leave is granted. The returning unit member shall also submit to the Superintendent a written report outlining programs undertaken during the leaves and the report shall include examples of why the leave was of value to the District. In the event a sabbatical leave included travel, the report shall follow the plan agreed to by the unit member and the Superintendent at the time the leave was approved. Such a report shall be in considerable detail and consist of lessons, audiovisual materials, etc. that can be used in the instructional program by the unit member and other employees of the District.
- 11.14.6 The number of unit members on leave shall be limited to one percent of the unit members employed by the District. In the event that more than one percent of the unit members apply for sabbatical leave, a select committee (consisting of the Superintendent, a unit member, and an additional administrator) shall recommend those to be granted leaves. Unit members with five years or less of expected service to the District following the leave will not be granted sabbatical leave. The minimum time for sabbatical leave shall be one-half contract year.

ARTICLE 12

ACADEMIC FREEDOM

12.1 It is the policy of the District that all instruction shall be fair, accurate, objective, appropriate to the age and maturity of the students, and sensitive of 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 teachers from any censorship or restraint which might interfere with the teacher's obligation to pursue objectively the performance of their teaching functions. Accordingly:

12.1.1 In performing teaching functions, a unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the District adopted curriculum and within the scope of District policies.

12.1.2 A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political or religious views.

12.2 A unit member shall be entitled to full rights of citizenship. The personal life of a teacher or any religious or political activities, or lack thereof, shall not be used for purpose of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE 13

SALARY SCHEDULE ADVANCEMENT

13.1 Purpose of the Salary Schedule Advancement:

The purpose of advancement on the salary schedule is to improve certificated staff skills and competencies specifically related to professional services. College and University course work required for movement on the salary schedule will be subject to the following terms and conditions:

13.2 Provisions for salary schedule advancement:

13.2.1 Units allowed for salary schedule placement and advancement shall be limited to college or university courses successfully completed from an institution accredited by a recognized educational accrediting organization. Units for which the unit member receives any District monetary contribution shall be allowed for salary schedule placement when the credit is paid for by the employee and the event takes place outside the school day. Units for salary advancement must be approved prior to enrollment. Pre-approved units shall be completed within one (1) calendar year from the time they were approved. If the pre-approved professional growth unit(s) request expires, the unit member shall resubmit another request for the unit(s) to be used for salary schedule placement and/or advancement.

Rev. 06/13

13.2.2 Placement and advancement on the certificated salary schedule shall be based upon semester units. For the purpose of converting quarter units to semester units, each quarter unit shall constitute two-thirds ($\frac{2}{3}$) of one (1) semester unit.

13.2.3 For salary or placement purposes in any school year, transcripts, official grade cards, or verification of completion of courses shall be submitted to the District Office on or before September 15.

13.2.4 All units applied toward salary schedule advancement must be in the unit member's credential major or minor field of study or related to the unit member's current teaching assignment, or a CORE teaching area.

13.2.5 Units not meeting criteria listed in 13.2.4 will be given special consideration and will require advance approval prior to enrollment.

ARTICLE 14

LAYOFF

- 14.1 In the event of layoff of unit members covered by this Agreement, the following steps shall be taken:
- 14.1.1 The District shall notify the Association at least ten (10) calendar days prior to the service of layoff notices.
 - 14.1.2 The procedure will be based on seniority and the needs of the District as specified in the Education Code 44955.
- 14.2 Upon request of the unit member, a unit member who is laid off shall be eligible, with the approval of the carriers, to continue existing District paid group insurance for a period of two (2) calendar months after termination of employment.
- 14.3 Re-employment of unit members who are laid off shall be governed by applicable provisions of the California State Education Code. Probationary unit members shall have the same number of months of re-employment rights as allowed in the Education Code for permanent employees.
- 14.3.1 Offers of re-employment (other than on a substitute basis) shall be either personally served or made via Registered U.S. First Class mail, return receipt requested, addressed to the last known address, and shall include details of the vacancy offered and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) calendar days from receipt date (registered mail) of the offer of re-employment shall be deemed a refusal of the offer of re-employment. It is the responsibility of each unit member with re-employment rights to file with the District Office a current mailing address.
 - 14.3.2 Unit members that have been laid off may refuse all offers of re-employment for the first fiscal year of layoff. Beginning in the second year of layoff, the unit member may refuse one offer. If a second offer is refused, the unit member will forfeit all rights to re-employment in the district. Refusing an offer of re-employment of fewer hours of employment than held at time of layoff shall not constitute a refusal of re-employment.
 - 14.3.3 A unit member who is laid off and subsequently re-hired during the period of re-employment rights shall have the accrued sick leave balance as of the date of layoff reinstated.

ARTICLE 15

JOB-SHARING

(Two people sharing one full time job)

- 15.1 A sharing of a job may be proposed by two full-time teaching unit members, subject to the following:
- 15.1.1 Unit members will teach one-half of the scheduled school days. The teaching schedule (including minimum days) shall be as determined by the Site Principal, in consultation with the two teachers.
 - 15.1.2 In addition, each unit member shall participate in back-to-school nights, open houses, parent conferences, faculty meetings, other school functions, and supervision deemed necessary by the Site Principal. Job-sharing participants will be compensated at their normal daily rate for in-service and preparation days required of other district teachers if it occurs on a day other than their scheduled workday.
 - 15.1.3 Job-sharing will be for one year. By mutual agreement of the board of trustees and both unit members, job-sharing may be extended on a year to year basis. Notification of the intent to commence or extend job-sharing must be received in the district office by February 1 of each year.
 - 15.1.4 The unit members will work together, along with the Site Principal, to facilitate the continuity of the shared assignment, such as during the first and last weeks of school, in the preparation of report cards and Cum files, on-going joint planning and other communications.
 - 15.1.5 Each unit member shall be compensated proportional to their work according to their placement on the salary schedule.
 - 15.1.6 The district's obligation for each job sharing participant's health and welfare benefits will be one-half the premium paid for a full time unit member.

ARTICLE 16

SAFETY

16.1 Safe Working Conditions

16.1.1 The District recognizes its responsibility to provide for a safe working environment for its teachers. Upon report of any unsafe condition, the District will make every effort to immediately assess the condition and take such steps as appropriate for the safety of its teaching staff.

16.1.2 The District also recognizes its responsibility to comply with applicable legislation concerning employee safety.

16.1.3 The Association may appoint one (1) representative to the District Safety Committee established to implement an injury prevention program and a plan for district safety, emergency and disaster preparedness.

Rev. 03/20

16.2 Short Term Pupil Suspension shall follow current Education Code [Education Code 48910] regarding a classroom teacher's right to suspend a student from their class for the day and the following day. Teachers shall follow the appropriate reporting procedures. The teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

Rev. 04/25

16.3 Assault or threat of assault response procedures shall follow current Education Code [Education Code 44014] regarding the responsibility of the unit member and their immediate supervisor to report assault to law enforcement or face the potential fine.

Rev. 04/25

ARTICLE 17

SENIORITY

- 17.1 Seniority is determined by the unit member's initial date of service resulting in continuous employment in the bargaining unit.

For those unit members who were employed by the districts which now constitute the Gateway Unified District, the following conditions shall apply:

- 17.1.1 Original date of service for those unit members employed by Bass, Buckeye, Canyon, and Shasta Lake Union Districts shall be their original date of service in that district.
- 17.1.2 Original date of service for unit members employed at Central Valley High and electing to remain as of February 1, 1992, shall be their initial date of service in the Shasta Union High School District.
- 17.2 Unit members with the same initial date of service shall have their seniority determined by the needs of the District at the time the issue of seniority arises. In the event of all criteria being equal, seniority will be determined by lot.

Seniority Tie Breaking Criteria

1. Is currently teaching or has taught within the past five (5) years in a self-contained classroom or the affected content area
 - Twenty (20) points
2. Prior teaching experience within the District in self-contained classroom or content area
 - Six (6) points per year
 - Thirty (30) points maximum
3. Prior teaching experience outside the District
 - Two (2) points per year
 - Ten (10) points maximum
4. Class placement on the salary schedule
 - One (1) point per class
 - Nine (9) points maximum

5. Additional credentials
 - One (1) point per credential
 - Five (5) points maximum
6. Supplementary Authorizations
 - One-half (1/2) point per supplementary authorization
 - Two & one-half (2 1/2) points maximum

Tie Breaker Definitions:

Currently - Current contract year
Prior - Five (5) years previous to current unit member contract year
Class - Column
Self-contained classroom - Fifty one percent or more of instructional day

- 17.3 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.

ARTICLE 18

SUMMER SCHOOL, INDEPENDENT STUDY (PART-TIME), HOME AND HOSPITAL, AND SATURDAY SCHOOL TEACHERS

This Article shall apply to Summer School, Independent Study, Home and Hospital, and Saturday School Teachers. Other provisions of this Agreement shall apply only to the extent provided for in this Article.

Rev. 01/13

18.1 General Provisions

- 18.1.1 Summer School, Independent Study, Home and Hospital, and Saturday School assignments shall be hourly.

Rev. 01/13

- 18.1.2 The salary schedules for Summer School Teachers, Independent Study Teachers, Saturday School Teachers, and Home and Hospital Teachers, shall be added to Appendix G (salary schedules). Placement on the salary schedule (Appendix G) will be based on the sum of credited years of service in the district and column placement on the salary schedule (Appendix A).

Rev. 03/20

- 18.1.2.1 Completion of an entire Summer School assignment shall constitute one year for purposes of salary schedule placement, on Appendix G, as a Summer School Teacher. An entire year is considered 95% of the Summer School predicated on 6 weeks of school.

Rev. 03/20

- 18.1.2.2 The rendering of Home and Hospital services on 75% of the number of days schools are in regular session in any fiscal year shall constitute completion of one year for purposes of salary schedule placement as a Home and Hospital Teacher (e.g., 135 days in 2019-2020).

Rev. 03/20

- 18.1.2.3 The rendering of Independent Study service on 75% of the number of days schools are in regular session in any fiscal year shall constitute completion of one year for purposes of salary schedule placement as an Independent Study Teacher (e.g., 135 days in 2019-2020).

Rev. 03/20

18.2 Summer School

18.2.1 Summer School assignments shall be offered in the following order:

18.2.1.1 First, to permanent certificated and current probationary District unit members who have recent experience or certification in the subject and a satisfactory Professional Performance Review (provided the review is in the subject area to be taught). In the event that there are more district applicants than positions, all district applicants will be guaranteed an interview.

18.2.1.2 Second, in the event a vacancy still exists, the vacancy will be filled in accordance with district hiring procedures.

18.2.1.3 In the event of a change in enrollment and a staffing adjustment is necessary, the reduction will be based on district seniority and the needs of the summer school program.

18.2.2 Sick Leave accrued at the Gateway Unified School District during the regular school year may be used during Summer School in accordance with Article XI. One day of Sick Leave shall accrue for Summer School Service. Sick Leave will be charged by the hour during summer school.

18.2.3 No permanent or probationary certificated unit member shall be involuntarily transferred or assigned to Summer School.

18.3 Independent Study, Home and Hospital, Saturday School Teachers

18.3.1 Current permanent certificated or probationary District unit members shall receive preference for part time Independent Study and Home and Hospital positions provided that such part time assignment does not interfere with the employee's regular assignment. If there are more applicants than positions, positions shall be awarded on the basis of District seniority.

Rev. 01/13

18.3.2 Independent Study and Home and Hospital Teachers shall have a Professional Performance Review. The District and the Association shall agree on the review procedures.

Rev. 01/13

ARTICLE 19

GATEWAY TEACHER INDUCTION PROGRAM (G-TIP)

19.1 Gateway Teacher Induction Program (G-TIP)

The District will provide the support necessary to meet the diverse needs of our new probationary teachers, which will enable them to achieve high levels of success with our students. In addition, G-TIP will strengthen the opportunities for meaningful collaboration between our new probationary teachers and our school district community.

Rev. 01/16

G-TIP will consist of up to 15 hours per year for both probationary 1 and 2 teachers. The 15 hours will consist of workshops and supporting activities. Participants will receive 2 units per year upon satisfactory completion of the year long program, as determined by the Superintendent or designee. Participants who do not need units for salary advancement may be compensated off of Appendix G at the discretion of the Superintendent and/or designee.

Rev. 08/16

ARTICLE 20

HOURS OF EMPLOYMENT

All employees shall know the nature and amount of work they may be required to do, including the length of the workday, how the workday is structured, including adjunct duties and the length of the work year.

20.1 Length of Workday

20.1.1 A “full time equivalent” (FTE), or fraction thereof, shall be determined by the normal instructional time for a unit member at that site. The workday for unit members shall begin 30 minutes before and end 30 minutes following the regular student instructional day except psychologists. The workday for unit members at Central Valley High School shall begin 15 minutes before and end 15 minutes following the regular student instructional day. Part-time teachers will work a prorated schedule based on their assigned FTE.

Rev. 03/20

20.1.1.1 The workday for psychologists shall be determined by the Superintendent or Designee. The assigned work week shall not exceed 40 hours unless agreed upon.

20.1.1.2 The length of the workday for K-8 teachers, at each grade level, shall be equivalent from site to site.

Rev. 03/20

20.1.1.3 Notification of a need to change the starting or ending times will be given to all affected parties as soon as a decision is made or at least six (6) weeks prior to the implementation of the change. The length of the instructional day and workday will not increase without negotiations.

Rev. 05/24

20.1.2 The adopted annual calendar will provide Professional Learning Communities (PLC) days on all Minimum Day Mondays.

Rev. 03/15

20.1.3 As part of their professional responsibilities as teachers all unit members shall attend Back-to-School Night in the fall and Open House in the spring.

20.2 Extra-Duty (Appendix G)

Certain extra-duty assignments are designated as compensated extra-duty assignments. Table of compensation for such assignments is included in the Salary Schedule. Compensated extra-duty assignments shall be voluntary subject to the following:

- 20.2.1 It is understood that extra-duty assignments are at the discretion of the District. Non-unit personnel serving in such assignments are subject to replacement by certificated personnel if such action is deemed to be in the best interests of the District.
- 20.2.2 In the event no volunteer is available, the District shall attempt to secure acceptable qualified volunteers from outside the District using the notification procedures of the District.
- 20.2.3 If no qualified volunteers are available within two weeks of the start of the activity, the Principal may make an assignment of a qualified employee.
- 20.2.4 No employee shall be assigned involuntarily two (2) compensated extra-duty assignments in any school year or for two (2) successive assignments in the same activity.
- 20.2.5 When a compensated extra-duty assignment has been accepted or assigned, a statement signed by the employee and the Principal shall be given to the employee stating the rate of pay and the job description.

20.3 Work Load/Adjunct Duties

- 20.3.1 All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members. Unit members who are assigned less than 1.0 FTE, will receive prorated adjunct duties based on the unit members assigned FTE. *Rev. 03/20*
- 20.3.2 Comprehensive High School site administration may assign each unit member at no more than four (4) non-compensated duties supervising students participating in extra-curricular activities for no more than 3.50 hours per assignment and K-5/K-8 site administrators may assign each unit member not more than three (3) non-compensated duties supervising students participating in extracurricular activities for no more than 3.00 hours per assignment after contract hours if: *Rev. 02/19*
 - a. The site of the duty is at the unit member's primary workplace.

- b. The unit member at the site had at least ten (10) working days to volunteer using a process approved by the site's unit members and administration.

Rev. 02/19

- c. A committee shall meet in the first week of the school year to determine the list of duties for the school year.

Rev. 11/22

- d. Duty sign ups shall be conducted in rounds where all site unit members sign up for one duty before the second and third round of signups begin.

Rev. 03/20

- e. By September 15, a list shall be posted showing all unit members and their assigned and volunteer duties.

Rev. 05/21

- f. Any duty, as defined in this section, that is served voluntarily by unit member will count as an assigned duty.

Rev. 03/20

20.3.2.1 Unit members who are employed less than full time shall be assigned a proportionate number of duties as per section 20.3.2.

20.3.2.2 Unit members who are assigned duties will be given at least 10 working days advance notice of said duty. Notice must be in writing and posted as per section 20.3.2.c. Under ordinary circumstances unit members shall arrange for a replacement to take their place if they cannot fulfill their duty. The administration must be notified of changes prior to the duty.

20.3.2.3 No duty will be assigned during vacation time or on the night of the last workday of class before a vacation. A vacation is defined as three (3) or more consecutive weekdays that are designated on the school calendar as non-work days.

Rev. 03/20

20.3.2.4 Clubs, student organizations, class sponsorships and academic competitions, or any other activity not described in section 20.3.2, which involve the supervision of students will remain voluntary.

20.3.2.5 Nothing regarding section 20.3.2 shall be included in, nor reflect upon, the unit member's professional performance review.

20.4 Preparation Time

- 20.4.1 Preparation periods are intended for curriculum and lesson planning. Staff members who need to leave the school site during their preparation period shall notify the site administrator or designee in advance.

Rev. 01/16

20.4.2 All teachers teaching 6-12 grades in a departmentalized classroom setting will receive a preparation period or otherwise be compensated according to Collective Bargaining Agreement.

20.4.3 If a full-time employee is contracted by the District to teach an additional period that exceeds five (5) consecutive days in the same course assignment, the unit member will be compensated on a prorated basis determined by their current assignment.

- A unit member that teaches a 6-period day shall receive 6/5 of their pay.
- A unit member that teaches a 7-period day shall receive 7/6 of their pay.

Rev. 05/24

20.4.4 Site administrators shall collaborate with classroom teachers to ensure that all teachers with self-contained classrooms will receive a daily scheduled ten (10) minute restroom break.

Rev. 05/21

20.5 Professional Development Days

20.5.1 Unit members may not use any type of personal necessity leave, union officer leave, or other leaves except sick leave on the Professional Development Days. Any use of sick leave must be verified by a note from the unit member's health care provider. If a unit member misses a Professional Development Day(s), the unit member agrees to make up that activity at a later day(s) as directed by the Superintendent or designee. Such additional work will be without extra compensation. Unit members already out on statutory leave during Professional Development will not be subject to making up the Professional Development Days.

Rev. 11/22

20.6 Work Year

The District calendar will consist of one hundred and eighty-four (184) workdays in the work year, which includes one hundred and eighty (180) instructional days and four (4) non-student days. This calendar will remain in effect indefinitely unless changed by mutual agreement.

Rev. 11/22

20.6.1 The school year calendar listing all instructional days, non-instructional days, vacations, and holidays will be negotiated with the Association and included in the contract as Appendix K.

20.6.2 One (1) additional day will be added to the calendar for the purpose of making up for an emergency closure day. This day serves as a placeholder in the event the

District implements a make up day. If there is no requirement to make up a day, the calendar day will become a non work day. If there is a requirement to make up a day, the emergency closure day will be exchanged with the placeholder day and shall include no additional compensation. If the District implements a make up day, any unit members who are unable to report to their position shall forfeit one (1) day of leave.

Rev. 03/20

20.7 Compensatory Time (Comp Time)

20.7.1 Administrator/Designee

20.7.1.1 Unit members who are designees may accumulate comp time on an hourly basis while serving in such capacity. A unit member may choose comp time or equivalent of certificated substitute pay.

Rev. 11/22

20.7.1.2 Unit members serving as designees are ineligible for extra-duty pay or comp time to complete their contracted duties after regular contracted work hour without prior approval from the Superintendent/Designee.

Rev. 05/24

20.7.1.3 Unit members serving as designees are ineligible for period sub pay or comp time without prior approval from the Superintendent/Designee.

Rev. 05/24

20.7.2 Coverage of Classes

20.7.2.1 Unit members who volunteer to cover a class during their prep time or beyond the normal work day may choose to accumulate comp time on a period by period or hour by hour basis or may be compensated according to the Appendix G salary schedule.

Rev. 04/25

20.7.2.2 In the event that a substitute can not be found for self-contained TK-6 teachers, and students must be distributed amongst other classes on campus, the receiving teachers will be compensated an equal share of the daily substitute rate.

Rev. 05/24

20.7.3 Required Meeting Attendance

District practice is to schedule SST, IEP and other legally required student related meetings during the student day. In the rare circumstance where parent

availability and/or legal compliance require a meeting outside the student day, such meetings may be scheduled outside the student day. The student meeting shall be scheduled as soon as possible after dismissal. Unit members shall be required to attend as necessary. Any student meetings that occur and/or extend beyond one (1) hour after the student day will be compensated at the Extra Duty rate per hour listed in Appendix G for the time beyond one (1) hour after student dismissal.

Rev. 04/25

20.7.4 Compensatory Time

Comp time shall be taken at a mutually agreed upon time between the Unit Member and Site Administrator. Not more than three (3) days of comp time can be accumulated beyond the school year in which it is accrued. Accrued time from any previous year must be used prior to January 1 of the following year or it will be paid at the at the rate at which the comp time was earned. Site Administrator and Unit Member will be responsible for the record keeping.

Rev. 05/24

ARTICLE 21
COMPENSATION

21.1 Salary

- 21.1.1 Full-time unit members covered by this Agreement shall be paid salaries as provided in the schedules in the attached Appendices A - F. Part-time unit members shall be paid a prorated salary based upon the schedules in Appendices A - F. Unit members shall be paid extra duty stipends as provided in the schedules in the attached Appendix H.

Rev. 03/20

- 21.1.2 Unit members may elect to receive their regular contract salary either under the system of twelve (12) installments over eleven (11) months or in eleven (11) installments over eleven (11) months. The first payroll warrant will be issued on the last working day of August.

21.2 Placement on Salary Schedule

- 21.2.1 Effective the 2013-2014 school year, a teacher new to the District with previous teaching experience in an accredited public school in grades TK through twelve and/or at an accredited post-secondary institution will be given credit for one step for each verified complete school year of teaching experience up to the maximum on the salary schedule.

Rev. 06/13

- 21.2.2 Newly hired unit members must provide to the District Office official transcripts for salary placement within thirty (30) days of commencing work.

21.3 Advance Degree Stipends

- 21.3.1 Full-time unit members who hold a Masters Degree applicable to the educational goals of the District shall be compensated \$1,500.00 for a full year of service. This payment shall be prorated for unit members who are part-time or have served less than a full school year.

Rev. 01/16

- 21.3.2 Full-time unit members who hold a doctorate Degree applicable to the educational goals of the district shall be compensated \$1,500.00 for a full year of service. This payment shall be prorated for unit members who are part-time or have served less than a full school year.

Rev. 01/16

- 21.3.3 Full-time unit members who hold a National Board Certification applicable to the educational goals of the District shall be compensated \$1,500.00 for a full year of service. This payment shall be prorated for unit members who are part-time or have served less than a full school year.

Rev. 01/16

- 21.3.4 Unit members must provide to the District Office official transcripts of a Master's Degree, Doctorate Degree or National Board Certification on or before September 15th within a school year in order to be paid a stipend for an advanced degree or National Board Certification. The advanced degree or certification must be awarded before commencement of the school year. Payment will be prorated if the unit member first renders paid service for a portion of any school year.

Rev. 01/16

- 21.4 Beginning July 1, 2025, each full unit member shall be eligible to receive a maximum District insurance premium contribution of \$12,250 per fiscal year. Unit members working less than full-time may elect to participate in insurance coverage with the approval of the insurance carrier. Part-time unit members are entitled to a pro-rata share of the District-paid insurance benefits. The pro-rata will be based upon that proportion of the unit member's assignment as compared to a full-time assignment. The unit member may elect to apply the pro-rata to any one or more of the insurance benefits. The District insurance premium contribution will first be applied to the cost of medical insurance coverage elected, then to the cost of dental insurance coverage elected and then to vision insurance coverage elected. Any portion of the pro-rata that is unused will remain with the District.

Rev. 04/25

- 21.4.1 All unit members shall be enrolled in the district payroll deduction plan. Unit Members who complete the contract year shall be entitled to health benefit coverage through August 31 of that year.

- 21.5 All unit members can participate in the District sponsored IRS Section 125 Plan.

Rev. 03/15

- 21.6 Hold Harmless

- 21.6.1 The Gateway Teachers' Association shall indemnify and hold the District harmless against any and all judgments that arise in connection with the District Payroll Deduction Plan provision defined herein.

- 21.6.2 The Gateway Teachers' Association also agrees that it will pay court costs and

reasonable legal fees and costs incurred by the District that arise in connection with litigation or threatened litigation concerning the District Payroll Deduction Plan provisions defined herein.

- 21.6.3 The District agrees to meet with the Gateway Teachers' Association to discuss the best course of action before it implements this hold harmless provision, and to continue such discussion during the course of any related legal action.

ARTICLE 22

RETIREE OPTIONS

22.1 Retiree Benefits

Unit members with at least ten (10) years' service in the District, who retire by going directly from active employment with the District to retirement through the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS) are eligible to participate in the following program:

Rev. 03/20

22.1.1 The retiree may elect to continue District group insurance programs for a period not to exceed ten (10) consecutive years of coverage and not to extend past age 65. Subject to the approval of the insurance provider, the retiree may allocate the District contribution to any or all of the District group insurance coverages.

22.1.2 The District premium contribution shall be limited to a total of \$35,000 for full-time employees. In the event the District contribution exceeds the cost of the premium, the District contribution shall be limited to the actual cost of the premium in any given year. The District premium contribution for part-time employees shall be prorated. At the time of retirement, the retiree shall elect to allocate over a specified period of time the total amount of the District contribution to which he/she is entitled, as specified herein.

22.1.3 The District contribution toward coverage shall be made on the following schedule:

Twenty (20) years District service	-	100%
Fifteen (15) years District service	-	75%
Ten (10) years District service	-	50%

22.1.4 Credit towards District service shall include years of service in those districts which now constitute the Gateway Unified District (see Article XVII, Seniority).

22.1.5 These provisions shall apply only to unit members who retire during the 2007/2008 school year or later. The District contribution (\$35,000) shall be spread over the months from retirement to age sixty-five (65).

22.1.6 Effective July 1, 2018, the District agrees to compensate any full-time unit member(s) \$2,750.00 for an irrevocable letter of retirement. Each letter must be dated and received by the District Department of Human Resources no later than December 15th of that school year. The District compensation for part-time employees shall be prorated.

Rev. 03/20

ARTICLE 23

CONCERTED ACTIVITIES

- 23.1 It is agreed and understood that there will be no work stoppage or slow down by the Gateway Teachers' Association or by its officers, agents, or members of the unit during the term of this Agreement.
- 23.2 The Gateway Teachers' Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement.
- 23.3 The District may withdraw any rights, privileges, or services provided for in this Agreement for any employee or organization violating this article.

ARTICLE 24

COMPLETION OF MEETING AND NEGOTIATING

- 24.1 This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.
- 24.2 Each party may reopen negotiations on Article XXI: Compensation and two (2) other Articles of this Agreement or two (2) single subjects within the lawful scope of representation by notifying the other party in writing as follows.

The parties shall exchange proposals for the following year not later than September 30th each year.

Rev. 06/13

ARTICLE 25

EFFECT OF AGREEMENT

- 25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent of a conflict, and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 26

SAVINGS

- 26.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or applicable legislation, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

In the event a provision is so held to be invalid, either party may reopen negotiations concerning a valid successor provision.

ARTICLE 27

EMERGENCY PROVISIONS

- 27.1 The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement in the event of an emergency.
- 27.2 Issues arising out of the exercise of the provisions of this Article, including facts underlying such exercises, shall be expressly excluded from the Procedures for Processing Grievances contained in this Agreement. An "emergency" is defined as a natural or man-made disaster, act of God, war, fire, financial crisis, or other extraordinary occurrence beyond the control of the District which interferes with the normal operations of the District.

ARTICLE 21

Gateway Unified School District Certificated Salary Schedule Effective July 1, 2025 184 Work Days

APPENDIX A

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
1	\$ 55,256	\$ 56,864	\$ 58,360	\$ 59,979	\$ 62,781
2	\$ 56,864	\$ 58,427	\$ 59,966	\$ 62,078	\$ 64,979
3	\$ 58,061	\$ 60,034	\$ 61,614	\$ 64,251	\$ 67,252
4		\$ 61,921	\$ 63,267	\$ 66,500	\$ 69,605
5		\$ 65,017	\$ 66,429	\$ 68,827	\$ 72,042
6		\$ 68,266	\$ 69,752	\$ 71,236	\$ 74,563
7		\$ 70,656	\$ 73,238	\$ 73,730	\$ 77,174
8		\$ 70,656	\$ 75,435	\$ 76,308	\$ 79,874
9		\$ 70,656	\$ 75,435	\$ 78,980	\$ 82,669
10		\$ 72,776	\$ 75,435	\$ 81,745	\$ 85,564
11			\$ 77,698	\$ 84,603	\$ 88,558
12				\$ 87,564	\$ 91,659
13					\$ 91,659
14					\$ 91,659
15					\$ 94,867
16					\$ 94,867
17					\$ 94,867
18					\$ 98,187
19					\$ 98,187
20					\$ 98,187
21					\$ 98,187
22					\$ 101,625
23					\$ 101,625
24					\$ 101,625
25					\$ 105,179
26					\$ 105,179
27					\$ 105,179
28					\$ 108,862
29					\$ 108,862
30					\$ 108,862

Each Masters Degree Stipend:

Each Doctorate Degree Stipend:

Each National Board Certification:

Longevity 30+ Years of Service added to Class IV Step 30:

*Class A: not fully credentialed/Intern

\$ 1,500.00
\$ 1,500.00
\$ 1,500.00
\$ 2,000.00

(2022/23)

ARTICLE 21

**Gateway Unified School District
Certificated Salary Schedule
Effective July 1, 2025
184 Work Days - SDC, CDS, REACH, ERICS**

APPENDIX A-2

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
1	\$ 59,681	\$ 60,877	\$ 62,070	\$ 63,879	\$ 66,861
2	\$ 61,321	\$ 62,519	\$ 63,745	\$ 66,114	\$ 69,203
3	\$ 63,008	\$ 64,206	\$ 65,367	\$ 68,429	\$ 71,624
4		\$ 65,945	\$ 67,378	\$ 70,824	\$ 74,131
5		\$ 69,241	\$ 70,748	\$ 73,301	\$ 76,727
6		\$ 72,705	\$ 74,286	\$ 75,866	\$ 79,411
7		\$ 75,248	\$ 78,000	\$ 78,522	\$ 82,190
8		\$ 75,248	\$ 80,339	\$ 81,267	\$ 85,066
9		\$ 75,248	\$ 80,339	\$ 84,114	\$ 88,042
10		\$ 77,505	\$ 80,339	\$ 87,057	\$ 91,126
11			\$ 82,749	\$ 90,104	\$ 94,314
12				\$ 93,258	\$ 97,616
13					\$ 97,616
14					\$ 97,616
15					\$ 97,616
16					\$ 97,616
17					\$ 97,616
18					\$ 97,616
19					\$ 97,616
20					\$ 97,616
21					\$ 97,616
22					\$ 97,616
23					\$ 97,616
24					\$ 97,616
25					\$ 97,616
26					\$ 97,616
27					\$ 97,616
28					\$ 97,616
29					\$ 97,616
30					\$ 97,616

Each Masters Degree Stipend:

Each Doctorate Degree Stipend:

Each National Board Certification:

Longevity 30+ Years of Service added to Class IV Step 30:

*Class A: not fully credentialed/Intern

\$ 1,500.00
\$ 1,500.00
\$ 1,500.00
\$ 2,000.00

(2022/23)

ARTICLE 21

**Gateway Unified School District
Certificated Salary Schedule - CTE
Effective July 1, 2025
184 Work Days**

APPENDIX A-3

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
	Intern or Clear CTE Cred	- or cfr CTE Cred + 7 yrs Outside Experience	- or cfr CTE Cred + 10 yrs Outside experience	- or cfr CTE Cred + 13 yrs Outside experience	- or cfr CTE Cred + 16 yrs Outside experience
1	\$ 55,256	\$ 56,864	\$ 58,360	\$ 59,979	\$ 62,781
2	\$ 56,864	\$ 58,427	\$ 59,966	\$ 62,078	\$ 64,979
3	\$ 58,061	\$ 60,034	\$ 61,614	\$ 64,251	\$ 67,252
4		\$ 61,921	\$ 63,267	\$ 66,500	\$ 69,605
5		\$ 65,017	\$ 66,429	\$ 68,827	\$ 72,042
6		\$ 68,266	\$ 69,752	\$ 71,236	\$ 74,563
7		\$ 70,656	\$ 73,238	\$ 73,730	\$ 77,174
8		\$ 70,656	\$ 75,435	\$ 76,308	\$ 79,874
9		\$ 70,656	\$ 75,435	\$ 78,980	\$ 82,669
10		\$ 72,776	\$ 75,435	\$ 81,745	\$ 85,564
11			\$ 77,698	\$ 84,603	\$ 88,558
12				\$ 87,564	\$ 91,659
13					\$ 91,659
14					\$ 91,659
15					\$ 94,867
16					\$ 94,867
17					\$ 94,867
18					\$ 98,187
19					\$ 98,187
20					\$ 98,187
21					\$ 101,625
22					\$ 101,625
23					\$ 101,625
24					\$ 105,179
25					\$ 105,179
26					\$ 105,179
27					\$ 108,862
28					\$ 108,862
29					\$ 108,862
30					\$ 115,066

Each Masters Degree Stipend:
 Each Doctorate Degree Stipend:
 Each National Board Certification:
 Longevity 30+ Years of Service added to Class IV Step 30:
 *Class A: not fully credentialed/Intern

\$ 1,500.00
 \$ 1,500.00
 \$ 1,500.00
 \$ 2,000.00
 (2022/23)

CTE teachers will be placed in the appropriate column based on their verifiable years of outside experience in their credentialing area. They will advance one step for each year of teaching experience. To move across columns, they must complete the equivalent of 15 units of college coursework.

ARTICLE 21

**Gateway Unified School District
Certificated Salary Schedule
Effective July 1, 2025
192 Work Days
Counselor I**

APPENDIX B

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
1	\$ 57,347	\$ 58,464	\$ 58,748	\$ 62,578	\$ 65,500
2	\$ 58,464	\$ 60,072	\$ 60,364	\$ 64,765	\$ 67,790
3	\$ 60,072	\$ 61,724	\$ 62,860	\$ 67,033	\$ 70,165
4		\$ 64,604	\$ 66,004	\$ 69,378	\$ 72,620
5		\$ 67,833	\$ 69,305	\$ 71,807	\$ 75,161
6		\$ 71,223	\$ 72,768	\$ 74,320	\$ 77,790
7		\$ 73,718	\$ 76,407	\$ 76,922	\$ 80,514
8		\$ 73,718	\$ 78,698	\$ 79,613	\$ 83,332
9		\$ 73,718	\$ 78,698	\$ 82,399	\$ 86,250
10		\$ 75,930	\$ 78,698	\$ 85,284	\$ 89,267
11			\$ 81,059	\$ 88,268	\$ 92,393
12				\$ 91,357	\$ 95,625
13					\$ 95,625
14					\$ 95,625
15					\$ 98,973
16					\$ 98,973
17					\$ 98,973
18					\$ 102,437
19					\$ 102,437
20					\$ 102,437
21					\$ 106,023
22					\$ 106,023
23					\$ 106,023
24					\$ 109,734
25					\$ 109,734
26					\$ 109,734
27					\$ 113,574
28					\$ 113,574
29					\$ 113,574
30					\$ 119,941

Each Masters Degree Stipend:
 Each Doctorate Degree Stipend:
 Each National Board Certification:
 Longevity 30+ Years of Service added to Class IV Step 30:
 Note: This schedule includes K-8 Counselor
 *Class A: not fully credentialed/Intern

\$ 1,500.00
 \$ 1,500.00
 \$ 1,500.00
 \$ 2,000.00
 (2022/23)

ARTICLE 21

Gateway Unified School District Certificated Salary Schedule Effective July 1, 2025 197 Work Days Counselor II

APPENDIX C

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
1	\$ 58,655	\$ 59,982	\$ 60,273	\$ 64,199	\$ 67,197
2	\$ 59,982	\$ 61,631	\$ 61,930	\$ 66,446	\$ 69,549
3	\$ 61,631	\$ 63,326	\$ 64,492	\$ 68,771	\$ 71,986
4		\$ 66,281	\$ 67,716	\$ 71,180	\$ 74,504
5		\$ 69,592	\$ 71,102	\$ 73,670	\$ 77,112
6		\$ 73,072	\$ 74,660	\$ 76,247	\$ 79,810
7		\$ 75,631	\$ 78,391	\$ 78,920	\$ 82,603
8		\$ 75,631	\$ 80,743	\$ 81,680	\$ 85,494
9		\$ 75,631	\$ 80,743	\$ 84,539	\$ 88,487
10		\$ 77,900	\$ 80,743	\$ 87,496	\$ 91,585
11			\$ 83,165	\$ 90,559	\$ 94,789
12				\$ 93,729	\$ 98,106
13					\$ 98,106
14					\$ 98,106
15					\$ 98,106
16					\$ 98,106
17					\$ 98,106
18					\$ 98,106
19					\$ 98,106
20					\$ 98,106
21					\$ 98,106
22					\$ 98,106
23					\$ 98,106
24					\$ 98,106
25					\$ 98,106
26					\$ 98,106
27					\$ 98,106
28					\$ 98,106
29					\$ 98,106
30					\$ 98,106

Each Masters Degree Stipend:
Each Doctorate Degree Stipend:
Each National Board Certification:
Longevity 30+ Years of Service added to Class IV Step 30:
Note: This schedule includes 9-12 Counselor
*Class A: not fully credentialed/Intern

\$ 1,500.00
\$ 1,500.00
\$ 1,500.00
\$ 2,000.00

(2022/23)

Certificated Salary Schedule

Effective July 1, 2025

204 Work Days

CVHS/MLHS Agriculture Teacher

Step/Column Year	Class A*	Class I BA/AB+30	Class II AB + 45	Class III AB + 60	Class IV AB + 75
1	\$ 60,484	\$ 62,116	\$ 62,418	\$ 66,483	\$ 69,589
2	\$ 61,430	\$ 63,825	\$ 64,135	\$ 68,810	\$ 72,024
3	\$ 63,825	\$ 65,578	\$ 66,787	\$ 71,218	\$ 74,545
4		\$ 68,638	\$ 70,127	\$ 73,710	\$ 77,153
5		\$ 72,070	\$ 73,631	\$ 76,291	\$ 79,856
6		\$ 75,672	\$ 77,315	\$ 78,962	\$ 82,648
7		\$ 78,321	\$ 81,180	\$ 81,726	\$ 85,542
8		\$ 78,321	\$ 83,613	\$ 84,586	\$ 88,539
9		\$ 78,321	\$ 83,613	\$ 87,547	\$ 91,634
10		\$ 80,671	\$ 83,613	\$ 90,610	\$ 94,841
11			\$ 86,121	\$ 93,782	\$ 98,162
12				\$ 97,064	\$ 101,598
13					\$ 101,598
14					\$ 101,598
15					\$ 105,154
16					\$ 105,154
17					\$ 105,154
18					\$ 108,836
19					\$ 108,836
20					\$ 109,053
21					\$ 112,644
22					\$ 112,644
23					\$ 112,644
24					\$ 116,586
25					\$ 116,586
26					\$ 116,586
27					\$ 120,667
28					\$ 120,667
29					\$ 120,667
30					\$ 127,282

Each Masters Degree Stipend:

Each Doctorate Degree Stipend:

Each National Board Certification:

Longevity 30+ Years of Service added to Class IV Step 30:

*Class A: not fully credentialed/Intern

\$ 1,500.00

\$ 1,500.00

\$ 1,500.00

\$ 2,000.00

(2022/23)

ARTICLE 21

APPENDIX F

Gateway Unified School District
Certificated Salary Schedule
Effective July 1, 2025
197 Work Days
Psychologist/Nurse/Speech

Step/Column Year	Class A*	
1	\$ 72,818	\$ 84,880
2	\$ 74,784	\$ 87,638
3	\$ 76,803	\$ 90,486
4		\$ 93,427
5		\$ 96,464
6		\$ 99,934
7		\$ 102,834
8		\$ 106,177
9		\$ 109,627
10		\$ 113,192
11		\$ 113,192
12		\$ 113,192
13		\$ 113,192
14		\$ 116,871
15		\$ 116,871
16		\$ 116,871
17		\$ 116,871
18		\$ 120,669
19		\$ 120,669
20		\$ 120,669
21		\$ 120,669
22		\$ 124,590
23		\$ 124,590
24		\$ 124,590
25		\$ 124,590
26		\$ 131,032

Each Masters Degree Stipend: \$ 1,500.00 (Effective 1/1/16)
Each Doctorate Degree Stipend: \$ 1,500.00 (Effective 1/1/16)
Each National Board Certification: \$ 1,500.00 (Effective 1/1/16)
Longevity 30+ Years of Service added to Class IV Step 30: \$ 2,000.00 (2022/23)
Exception: Article 21.1.2
*Class A: not fully credentialed/Intern

**APPENDIX G
ARTICLE XVII**

**SALARY SCHEDULE
EFFECTIVE JULY 1, 2022**

Extra Duty Pay for curricular/instructional planning committees and/or activities that are District approved and take place outside of contract hours including but not limited to:

Saturday School
Summer School
Detention
Home and Hospital
Tutoring
Curriculum Planning

Pay will be set at a flat rate of \$55.00 per hour for all Certificated staff.

Extra Curricular Assignment Pay Schedule

Appendix H-1

Effective: July 1, 2025

\$50,000.00	% OF			% OF	
FOOTBALL			SWIMMING		
Head Varsity	10.5%	5250	Head Varsity	7.3%	3650
Assistant Varsity (3)	7.9%	3950	Head J.V.	5.3%	2650
Head J.V.	7.9%	3950	CROSS COUNTRY		
Assistant J.V.	7.7%	3850	Head	8.5%	4250
Assistant J.V. (when no Frosh team)	7.7%	3850	Assistant	6.3%	3150
Head Frosh	7.7%	3850	Head 6th - 8th	3.1%	1550
Assistant Frosh	6.0%	3000	**Assistant 6th - 8th	1.6%	800
BASKETBALL			Head K - 5th	2.7%	1350
Head Varsity	10.0%	5000	**Assistant K - 5th	1.4%	700
Assistant Varsity	6.7%	3350	WRESTLING		
Head J.V.	7.3%	3650	Head	9.3%	4650
Head Frosh	6.7%	3350	Assistant	7.3%	3650
8th Grade	4.2%	2100	Head K - 8th	3.1%	1550
7th Grade	3.7%	1850	***Assistant K - 8th	2.0%	1000
6th Grade	3.7%	1850	CHEERLEADING		
4th/5th Grade	2.0%	1000	Head High School	6.0%	3000
TRACK			CHEER/DANCE		
Head	9.3%	4650	Head 6th - 8th	3.1%	1550
Assistant	6.7%	3350	ATHLETIC DIRECTOR		(+1 release period/day)
Head 6th - 8th	3.1%	1550	High School	10.6%	5300
*Assistant 6th - 8th	1.6%	800	6th - 8th	6.1%	3050
SOFTBALL			YEARBOOK		
Head Varsity	9.3%	4650	High School	5.2%	2600
Assistant	6.7%	3350	K - 8th	3.7%	1850
Head J.V.	7.3%	3650	NEWSPAPER		
Head 6th - 8th	4.2%	2100	High School	4.5%	2250
BASEBALL			STUDENT GOV'T/ACTIVITIES DIR.		
Head Varsity	9.3%	4650	High School	6.5%	3250
Assistant	6.7%	3350	High School Assistant	3.5%	1750
Head J.V.	7.3%	3650	Mt. Lakes High School	3.4%	1700
Head 6th - 8th	4.2%	2100	6th - 8th	4.2%	2100
VOLLEYBALL			MUSIC/DRAMA		
Head Varsity	9.3%	4650	***High School Inst.	7.0%	3500
Assistant	6.7%	3350	***High School Vocal	4.7%	2350
Head J.V.	7.3%	3650	***K-8th Inst.	5.5%	2750
Head Frosh	6.7%	3350	***K-8th Vocal	3.7%	1850
Head 8th (A)	4.2%	2100	High School VAPA	7.0%	3500
Head 7th (B)	3.7%	1850	6th -8th VAPA	3.7%	1850
SOCCER			CONFLICT MANAGEMENT		
Head High School	7.3%	3650	6th - 8th	1.7%	850
Head 6th - 8th	3.7%	1850	LINK CREW ADVISOR		4.5%
TENNIS		3150	INTRAMURAL SPORTS DIR.		4.5%
GOLF		3150	FFA ADVISOR		7.0%

*6TH - 8TH Track will receive an additional Assistant for every 25 participating student athletes beyond 50.
(i.e. 50 = HC/Assist., 75 = HC/Assist./Assist., Etc.)

**K - 5th/6th - 8th Cross Counrty will receive an Assistant for every 25 participating student athlete
(i.e. 40 = HC, 65 = HC/Assist., Etc.)

***Only if held by different employees

Additional extended playoff season pay. Additional 5% per coach of coaches pay for each week after league play,
team sports varsity only. Additional 2% per coach for each week after league play, individual sports varsity only.

Board Approved: 4/9/2025

APPENDIX H

EXTRA DUTY LONGEVITY SCHEDULE

1. Personnel shall receive longevity based upon the following schedule:

Ten (10) percent of the base stipend at the beginning of the 5th year of service*

Additional increments of ten (10) percent shall be awarded at the beginning of each of the following years of service:

8 years*
11 years*
14 years*
17 years*
20 years*

The maximum longevity shall be sixty (60) percent of the base stipend.

* Effective the 2014-2015 school year, a teacher and/or coach in the District with previous teaching/coaching experience in an accredited public school in grades TK through twelve and/or at an accredited post-secondary institution will be given credit for one year for every verified complete school year/season of experience up to the maximum on the Extra Duty Longevity Schedule. Years of service shall be defined as service within the specific sport or position.

Rev. 03/15

2. Compensation for time keepers and score keepers at \$30.00 per contest to include:

Baseball	-	Scoreboard
Football	-	Timer
*Basketball	-	Timer, Scorer, 30 Second Clock Timer
*Wrestling	-	Scorer
*Volleyball	-	Scorer
Track	-	Timer, Scorer
Cross Country	-	Timer
Swimming	-	Timer
Football	-	Announcer

* Compensation will be provided for time keepers and score keepers for these sports only at the 4th through 8th grade level.

Rev. 04/25

MISCELLANEOUS PROVISIONS:

3. Compensation for all categorically/grant funded positions shall be determined by the District.
4. Unit members who participate in Whiskeytown Environmental School will receive one (1) day of compensatory time for each overnight stay at the camp (Article 20.6).
5. Stipends for walk-on coaches will be paid on the supplemental payroll (10th of the month or last business day before the 10th) in equal installments over the duration of the season and/or activity being performed. Stipends for Gateway staff will be paid on the regular end of the month payroll.

Rev. 03/20

6. In the event an employee does not complete the extra duty assignment and meet all of the obligations of the position or the assignment is cancelled by the District prior to its completion, a partial stipend shall be made based upon the ratio of the number of the weeks/months scheduled for the complete activity. All performances and productions must be completed for VAPA and music stipends to be paid. If the employee resigns the position, no payment will be made. If the resignation is the result of unforeseen personal circumstances, prorated payment will be considered by the District.
7. Softball/Baseball and Track/Cross Country will not be considered the same sport.
8. Longevity will be granted separately for 8th grade and below activities/sports and separately for 9th grade and above activities/sports.
9. Program is defined as same sport or activity.
10. Site designated PLC Team Leaders will be compensated a stipend of \$1,250.00.

Rev. 03/20



GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER EVALUATION
Education Code 44662 (STULL Act) and the
California Standards for the Teaching Profession

Employee: _____ School: _____ School Year: _____

Evaluator: _____ Date(s) of Observation(s) _____ Date of Initial Conference _____ Date of Final Conference _____

Status: ☐ Probationary I ☐ Probationary II ☐ Temporary ☐ Permanent ☐ Other

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD I – Engaging and Supporting All Students in Learning		COMMENTATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
1.1	Using knowledge of student to engage them in learning	
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
1.3	Connecting subject matter to meaningful, real-life contexts	
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
1.5	Promoting critical thinking through inquiry, problem solving, and reflection	
1.6	Monitoring student learning and adjusting instruction while teaching	



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED TEACHER EVALUATION

Page 2 of 7
Appendix I-1
(Article VI)

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

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



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED TEACHER EVALUATION

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD III – Understanding and Organizing Subject Matter for Student Learning		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum framework	
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
3.3	Organizing curriculum to facilitate student understanding of subject matter	
3.4	Utilizing instructional strategies that are appropriate to the subject matter	
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content	



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED TEACHER EVALUATION

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
4.2	Establishing and articulating goals for student learning	
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning	
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED TEACHER EVALUATION

Page 5 of 7
Appendix I-1
(Article VI)

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD V – Assessing Students for Learning		COMMENTATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments	
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction	
5.3	Reviewing data, both individually and with colleagues, to monitor student learning	
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	
5.5	Involving all students in self-assessment, goal setting, and monitoring progress	
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning	
5.7	Using assessment information to share timely and comprehensible feedback with student and their families	



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED TEACHER EVALUATION

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD VI – Developing as a Professional Educator		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
6.1	Reflecting on teaching practice in support of student learning	
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development	
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning	
6.4	Working with families to support student learning	
6.5	Engaging local communities in support of the instructional program	
6.6	Managing professional responsibilities to maintain motivation and commitment to all students	
6.7	Demonstrating professional responsibility, integrity and ethical conduct	



**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER EVALUATION**

Employee: _____
School Year: _____

Overall Rating:

- ☐ 1. Meets or Exceeds Standards ☐ 2. Needs Improvement ☐ 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

Employee Response:

Additional Comments – Evaluator

RECOMMENDATION FOR CONTINUED EMPLOYMENT: *(Check for appropriate statement.)*

- _____
Recommended for second year probationary contract without reservations.

Recommended for permanent status.

Continue permanent status.

Recommended for continued permanent status with review the subsequent year.

Not recommended for continued employment.

Temporary (one-year-contract)

Reviewer's Signature _____ Date _____

Reviewee's Signature _____ Date _____

(Reviewee's signature does not necessarily indicate agreement.)

Original: _____ Personnel File
CC: _____ Reviewer
_____ Reviewee

_____ Check if remarks by Reviewee attached.

GATEWAY UNIFIED SCHOOL DISTRICT
Classroom Observation Form

Appendix I-1

Teacher Name:

Date:

Course/Period:

Instruction	Meets Standard	Progress Evident	Needs Improvement	Unsatisfactory	Not Observed or Not Applicable
OBJECTIVE					
Learning objective is aligned with content standard					
Learning objective taught to students in language they understand					
Learning objective matches independent practice					
Comments:					
CHECKING FOR UNDERSTANDING (CFU)					
Teacher teaches first before CFU					
Teacher routinely utilizes non-volunteers when CFU					
Teacher elaborates as necessary					
Teacher utilizes strategies to monitor all students and adjusts lesson accordingly					
Guided practice effectively utilized to CFU					
An effective closure activity was utilized as a final CFU					
CFU included Higher Order Questions and/or critical thinking					
Wait time is sufficient					
Comments:					
SKILL & CONCEPT DEVELOPMENT					
The concept or "main idea" of the objective is taught					
The importance of the concept is taught					
The skill is taught through a logical sequence of instruction					
The teacher effectively models the skill					
Cognitive strategies are used to aid understanding					
Pertinent sub-skills are practiced					
Comments:					
STUDENT PRODUCTION					
Student produced grade-level work during the lesson					
Teacher ensured a high level of student engagement					
Students produced a permanent record					
Teacher directed meaningful interaction between students					
Comments:					

ALIGNMENT OF INDEPENDENT WORK					
The independent work was closely aligned with the instruction					
Students demonstrated ability to successfully complete independent work					
Comments:					
PLANNING					
The lesson is well-crafted and planned in advance					
Materials are prepared in advance					
Comments:					
CURRICULUM					
The adopted curriculum is presented with fidelity					
Supplemental materials support the content standard					
All students have access to curriculum					
Comments:					
SPECIAL POPULATIONS					
The needs of special populations were addressed					
Visual aids are abundant					
SDAIE Techniques are effectively utilized					
Resource/student aide(s) are effectively utilized					
Comments:					
CLASSROOM MANAGEMENT and TIME ON TASK					
Time on task is optimal (95%)					
Class start-up is efficient					
Routines and procedures are well established; transitions are smooth and efficient					
Teacher appropriately manages student behavior					
Comments:					

Date of pre-conference:

Date of post-conference:

Signature of Evaluator: _____

Date: _____

The unit member's signature verifies a review of this observation, but does not necessarily constitute agreement.

It is understood that the above will become part of the personnel record and that the undersigned has ten (10) days to express in writing any objections, explanations, concerns, qualification, or any other items relating to this evaluation that he or she may deem pertinent which will be attached to, and become part of, the total document. The ten (10) day period begins on the date of the signing below. It is further understood that refusal to sign does not prevent the inclusion of these documents in the personnel file.

Signature of Unit Member: _____

Date: _____

OBJECTIVES AND STANDARDS

(Individual Goals Related to SB813 Performance Review Criteria)

Name _____

Original: Personnel File

School _____

Copy: Reviewee

Grade/Subject _____ Date _____

Copy: Reviewer

MUTUALLY AGREED UPON GOALS AND/OR OBJECTIVES FOR (School Year _____).

- The agreed upon Goal(s) must focus on the standards and the key sub-sections that will be addressed within the chosen standard. State the standard and sub-sections to be covered:

- Describe the action plan(s) and expected outcomes for your identified goal(s).

- Sufficient evidence that the goal(s)/objectives have been met will be reflected in the comment section of the performance review in the section for the standard(s) that have been chosen.

Signatures _____

Reviewer(s)

Reviewee

Date reviewed _____

OBJECTIVES AND STANDARDS

Page 2

Name: _____

Goal(s)	Action Plan(s)	Evidence

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELING EVALUATION**

Appendix I-2

Employee: _____ School: _____

School Year: _____ Date(s) of Observation(s): _____

Evaluator: _____ Date of Initial Conference: _____

Date of Final Conference: _____

Status: _____ Probationary I _____ Probationary II _____ Temporary _____ Permanent

The Standards as stated on this evaluation form are the California Standards of the Counseling Profession (EC44663)

(Any Needs improvement or Unsatisfactory rating, whether overall or individual standard, requires elaboration)

Standard 1: Professional School Counselor Development

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
1.A: Leadership- Exhibit leadership qualities through collaboration, advocacy, utilizing measurable student outcomes, and a dedication to social justice and equity.			
1.B: Reflective & Ethical Practice- Emphasize the importance of upholding ethical mandates and developing a critical reflective practice.			
1.C: Professional Development- Continuously refine their skills, expand their knowledge base, and enhance their effectiveness in supporting the academic, personal, and social growth of their students through ongoing professional development.			
1.D: Culturally and Linguistically Responsive School Counseling- Recognize and leverage the cultural assets and resources students of diverse backgrounds, rejecting biased or stereotypical materials and enhancing the curriculum to embrace their heritage.			

Comments/Conclusions:

Standard 2: School-Based Mental Health

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
2.A: School-Wide Mental and Behavioral Health Promotion- Focus on preventing academic and social problems by creating a healthy learning environment for students. This involves valuing and prioritizing mental and behavioral health, implementing inclusive and culturally responsive strategies, and removing systemic barriers and stigma.			
2.B: Comprehensive Mental Health Services for Identified Students- Play a vital role in early identification of students displaying signs of mental health problems through specialized support services.			
2.C: Addressing Acute and Chronic Mental Health Needs- Effective school counselors play a crucial role in addressing the acute and chronic mental health needs of students.			

Comments/Conclusions:

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELING EVALUATION**

Appendix I-2

Employee: _____

School Year: _____

Standard 3: Academic, Postsecondary, and Social Emotional Development

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
3.A: Academic Development- Foster academic excellence and success for all students by considering individual strengths, needs, and challenges. School counselors collaborate with various educational partners to provide appropriate support and eliminate barriers.			
3.B: Postsecondary Development- Educate students at all grade levels and prepare students to access various post secondary options.			
3.C: Transformative Social Emotional Development- Provide grade-level appropriate Social Emotional Learning (SEL) lessons, fostering emotional intelligence and well-being in students.			

Comments/Conclusions:

Standard 4: Multi-Tiered Systems of Support (MTSS)

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
4.A: CA MTSS Framework- Design and deliver programs and services aligned with the California MTSS framework.			
4.B: Data Informed Decision Making- Utilize data to inform decision-making and drive improvements in student outcomes.			
4.C: Systems- Foster a school-wide approach aimed at enhancing and refining MTSS to better meet the needs of all students through establishing collaborative partnerships.			

Comments/Conclusions:

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELING EVALUATION**

Appendix I-2

Employee: _____

School Year: _____

Standard 5: Indirect Services: Coordination, Collaboration, Consultation, & Supervision

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
5.A: Coordination & Collaboration- Emphasize working together with various partners within the school and the broader community to enhance school-based services.			
5.B: Consultation- Engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students			
5.C: Supervision- Effective school counselors take on the responsibility of overseeing and guiding various professionals, agencies, volunteers, paraprofessionals and pre-service school counselors who provide pupil personnel related services within the school setting as required in law (80049.1(c)).			

Comments/Conclusions:

Standard 6: Creating & Maintaining Safe, Supportive, and Inclusive Environments for Student Well-being

Element:	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
6.A School Climate- Foster a positive school climate promoting inclusivity, empathy, and respectful interactions among students and staff in order to reduce conflict.			
6.B School Safety- Contribute to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors and incorporating substance abuse prevention measures.			
6.C School Engagement- Foster academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community.			

Comments/Conclusions:

***Indicates this element was selected as an Evaluation Objective**

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED COUNSELING EVALUATION**

Appendix I-2

Employee: _____
School Year: _____

Overall Rating:

☐ **Meets or Exceeds Standards** ☐ **Needs Improvement** ☐ **Unsatisfactory**
(Any Needs improvement or unsatisfactory rating, whether overall or individual standard, requires elaboration)

Additional Comments:

Employee Comments:

Counselor Signature _____ Date _____
(Reviewee's signature does not necessarily indicate agreement.)

Administrator Signature _____ Date _____

RECOMMENDATION FOR CONTINUED EMPLOYMENT: *(If this is the final evaluation of the year)*

_____	Recommended for second year probationary contract without reservations.
_____	Recommended for permanent status.
_____	Continue permanent status.
_____	Recommended for continued permanent status with review the subsequent year.
_____	Not recommended for continued employment.
_____	Temporary (one-year-contract)

Original: Personnel File
CC: Reviewer
 Reviewee

_____ Check if remarks by Reviewee attached.

Descriptors/criteria for each component are contained in the Board adopted Standard for Effective Counseling. Please refer to this document for further interpretation of the assessment contained in this document.

GATEWAY UNIFIED SCHOOL DISTRICT Evaluation Rubric for Counselors

Use the rubric below to consider your current proficiency levels on the California Counseling Standards. Identify the standard(s) that you are going to focus on for the school year and create a plan of action to achieve your goal(s). These goal(s) will be reviewed at your goal setting conference with your administrator and at your final conference.

OBJECTIVE	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory
Standard 1: Professional School Counselor Development			
1.A: Leadership- Exhibit leadership qualities through collaboration, advocacy, utilizing measurable student outcomes, and a dedication to social justice and equity. <i>Indicators include: strategizing on programmatic needs and gaps in service delivery and encouraging solution-focused transformations benefiting the school community.</i>	Collaborates effectively, advocates for students, utilizes measurable outcomes, demonstrates dedication to social justice and equity.	Demonstrates some collaboration and advocacy skills, but needs improvement in utilizing measurable outcomes and dedication to social justice and equity.	Minimal collaboration and advocacy skills, does not utilize measurable outcomes, lacks dedication to social justice and equity.
1.B: Reflective & Ethical Practice- Emphasize the importance of upholding ethical mandates and developing a critical reflective practice. <i>Indicators include: operating within the parameters of federal, state, and local laws/policies and integrating the ethical practices outlined by ASCA.</i>	Consistently upholds ethical mandates and engages in self reflective practice.	Upholds ethical mandates most of the time, but needs improvement in developing self reflective practices.	Does not consistently uphold ethical mandates and lacks self reflective practice.
1.C: Professional Development- Continuously refine their skills, expand their knowledge base, and enhance their effectiveness in supporting the academic, personal, and social growth of their students through ongoing professional development.	Actively seeks opportunities for professional development, demonstrates continuous growth and improvement in counseling best practices and current research.	Participates in some professional development activities, but growth and improvement are limited.	Shows little effort in pursuing professional development, does not stay current on best practices and research within the field of counseling.
1.D: Culturally and Linguistically Responsive School Counseling- Recognize and leverage the cultural assets and resources students of diverse backgrounds, rejecting biased or stereotypical materials and enhancing the curriculum to embrace their heritage. <i>Indicators include: integrating students' cultural backgrounds and life experiences into counseling practices and identifying/addressing systematic bias within a school system.</i>	Recognizes and leverages cultural assets and resources, rejects biased or stereotypical materials, and enhances curriculum to embrace student heritage.	Partially recognizes and leverages cultural assets and resources, needs improvement in rejecting biased or stereotypical materials and enhancing curriculum.	Does not recognize or leverage cultural assets and resources, uses biased or stereotypical materials, and does not embrace student heritage.
STANDARD 2: School-Based Mental Health			

<p>2.A: School-Wide Mental and Behavioral Health Promotion- Focus on preventing academic and social problems by creating a healthy learning environment for students. This involves valuing and prioritizing mental and behavioral health, implementing inclusive and culturally responsive strategies, and removing systemic barriers and stigma.</p> <p><i>Indicators include: classroom lessons, trauma-informed practices, and restorative approaches, utilizing mental and behavioral health assessments, analyzing schoolwide data.</i></p>	<p>Consistently promotes preventive care by establishing and maintaining a healthy learning environment for all students. Demonstrates inclusive and culturally responsive practices to reduce stigma and remove systemic barriers.</p>	<p>Sometimes promotes preventive care by establishing and maintaining a healthy learning environment for all students. Occasionally demonstrates inclusive and culturally responsive practices to reduce stigma and remove systemic barriers.</p>	<p>Rarely promotes preventive care by establishing and maintaining a healthy learning environment for all students. Rarely demonstrates inclusive and culturally responsive practices to reduce stigma and remove systemic barriers.</p>
<p>2.B: Comprehensive Mental Health Services for Identified Students - Play a vital role in early identification of students displaying signs of mental health problems through specialized support services.</p> <p><i>Indicators include: implementation of systems for early identification of mental health support, providing targeted interventions through individual and group counseling, providing immediate support to students, staff, and families during times of crisis.</i></p>	<p>Effectively identifies and supports students displaying early signs and symptoms of mental health problems. Provides specialized support services in a timely and appropriate manner.</p>	<p>Partially identifies and supports students displaying early signs and symptoms of mental health problems. Provides specialized support services inconsistently or with delays.</p>	<p>Poorly identifies and supports students displaying early signs and symptoms of mental health problems. Provides limited or inadequate specialized support services.</p>
<p>2.C: Addressing Acute and Chronic Mental Health Needs - Effective school counselors play a crucial role in addressing the acute and chronic mental health needs of students.</p> <p><i>Indicators include: coordination of care, identify, refer, and provide internal and external resources to meet the diverse mental and behavioral health needs of all students and families.</i></p>	<p>Consistently participates as an interdisciplinary team member to coordinate care as well as maintaining a current list of community based support services for students and families.</p>	<p>Inconsistently works as an interdisciplinary team member to coordinate support services to meet the diverse mental and behavioral health needs of students and families.</p>	<p>Counselor works in isolation and does not consistently provide ongoing support or progress monitoring for students with acute and chronic mental health needs.</p>
STANDARD 3: Academic, Postsecondary, and Social Emotional Development			
<p>3.A: Academic Development- Foster academic excellence and success for all students by considering individual strengths, needs, and challenges. School counselors collaborate with various educational partners to provide appropriate support and eliminate barriers.</p> <p><i>Indicators include: working with students, teachers, parents, caregivers, and community members, to ensure student academic achievement and providing transitional services between pivotal grade levels that communicate academic expectations.</i></p>	<p>Consistently fosters academic excellence and success for all students by considering individual strengths, needs, and challenges and collaborates with various educational partners to provide appropriate support and eliminate barriers.</p>	<p>Counselor attempts to incorporate students' strengths, interests, and challenges when creating and monitoring academics, career, personal and social development plans and occasionally collaborates with various educational partners to provide support and eliminate barriers.</p>	<p>Counselor does not incorporate students' strengths, interests, and challenges when creating and monitoring academics, career, personal and social developments plans and does not collaborate with various educational partners to provide appropriate support and eliminate barriers.</p>
<p>3.B: Postsecondary Development- Educate students at all grade levels and prepare students to access various post secondary options.</p> <p><i>Indicators include: providing personalized counseling services and lessons/activities for students, accounting for their intellectual strengths and individual interests, about potential post secondary options.</i></p>	<p>Demonstrates expertise in educating students at all grade levels, preparing them to access various postsecondary options and providing comprehensive information regarding career pathways and financial aid.</p>	<p>Occasionally educates students at all grade levels, prepares them for postsecondary options, and provides comprehensive information regarding career pathways and financial aid.</p>	<p>Rarely educates students at all grade levels, prepares them for postsecondary options, or provides comprehensive information regarding career pathways and financial aid.</p>

3.C: Transformative Social Emotional Development- Provide grade-level appropriate Social Emotional Learning (SEL) lessons, fostering emotional intelligence and well-being in students.	Provides comprehensive and grade-level appropriate SEL lessons that effectively foster emotional intelligence and well-being in students. Lessons are consistently, interactive, and aligned with grade-level standards and SEL benchmarks.	Provides grade-level appropriate SEL lessons that foster emotional intelligence and well-being in students. Lessons are not consistently engaging, interactive, and aligned with grade-level standards and SEL benchmarks.	Provides limited or ineffective SEL lessons that do not adequately foster emotional intelligence and well-being in students. Lessons are not engaging, interactive, or aligned with grade-level standards and SEL benchmarks.
Standard 4- Multi-Tiered Systems of Support (MTSS)			
4.A: CA MTSS Framework- Design and deliver programs and services aligned with the California MTSS framework. <i>Indicators include: delivering Tier 1 classroom instruction, Tier 2 consultation and collaboration with school staff and families as well as individual and/or small group counseling, Collaboration with implementing Tier 3 support services</i>	Demonstrates a strong ability to design and deliver programs and services aligned with the California MTSS framework through various universal interventions.	Shows some effort but requires improvement in designing and delivering programs and services aligned with the California MTSS framework through various universal interventions.	Does not meet the standards or lacks the necessary skills in designing and delivering programs and services aligned with the California MTSS framework.
4.B: Data Informed Decision Making- Utilize data to inform decision-making and drive improvements in student outcomes. <i>Indicators include: employ various data sources, encompassing screening and progress monitoring information to guide instructional choices and choices and counseling interventions and determine transitions within the multi-level prevention framework</i>	Effectively utilizes data to inform decision-making and drive improvements in student outcomes.	Shows some effort but requires improvement in utilizing data to inform decision-making and drive improvements in student outcomes.	Does not utilize data to inform decision-making and drive improvements in student outcomes or lacks the necessary skills in data analysis.
4.C: Systems- Foster a school-wide approach aimed at enhancing and refining MTSS to better meet the needs of all students through establishing collaborative partnerships. <i>Indicators include: partnering with educational stakeholders, assessing supports offered through MTSS, and gathering input from community partners to ensure a comprehensive and inclusive approach to MTSS decision-making.</i>	Actively fosters a school-wide approach aimed at enhancing and refining MTSS.	Shows some effort, but requires improvement in fostering a school-wide approach aimed at enhancing and refining MTSS.	Does not foster a school-wide approach aimed at enhancing and refining MTSS or lacks the necessary skills in collaboration and partnership.
Standard 5: Indirect Services: Coordination, Collaboration, Consultation, & Supervision			
5.A: Coordination & Collaboration- Emphasize working together with various partners within the school and the broader community to enhance school-based services. <i>Indicators include: coordinating school and community resources to meet the needs of students and families, participating in interdisciplinary teams, and coordinating school counseling professional learning communities to facilitate comprehensive school counseling programs</i>	Demonstrates ability to work collaboratively with partners within the school and the broader community to enhance school-based services.	Shows some ability to collaborate with partners, but may need further development in effectively working together.	Lacks ability to coordinate and collaborate with partners, resulting in limited enhancement of school-based services.

5.B: Consultation- Engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students.	Effectively engages with consultees (parents, teachers, administrators, etc.) to foster positive change in students.	Demonstrates some engagement with consultees, but improvement is needed to effectively foster positive change in students.	Fails to engage with consultees or foster positive change in students through consultation.
5.C: Supervision- Effective school counselors take on the responsibility of overseeing and guiding various professionals, agencies, volunteers, paraprofessionals and pre-service school counselors who provide pupil personnel related services within the school setting as required in law (80049.1(c)).	Consistently oversees and guides professionals, agencies, volunteers, paraprofessionals, and pre-service school counselors, ensuring the provision of pupil personnel related services in accordance with the law.	Provides limited oversight and guidance to professionals and other personnel, resulting in inconsistencies in the provision of pupil personnel related services.	Fails to effectively supervise and guide professionals, agencies, volunteers, paraprofessionals, and pre-service school counselors, leading to inadequate provision of pupil personnel related services.
Standard 6: Creating & Maintaining Safe, Supportive, and Inclusive Environments for Student Well-being			
6.A School Climate- Foster a positive school climate promoting inclusivity, empathy, and respectful interactions among students and staff in order to reduce conflict.	Fosters a positive school climate promoting inclusivity, empathy, and respectful interactions among students and staff to reduce conflict.	Demonstrates some effort to promote a positive school climate, but improvements are needed in fostering inclusivity, empathy, and respectful interactions.	Does not promote a positive school climate and lacks inclusivity, empathy, and respectful interactions.
<i>Indicators include: Fostering a positive school climate by assisting students with examining their identities while being accepting of diverse cultures and experiences, creating opportunities for students to learn conflict resolution skills, engage in prevention programs such as anti-bullying, collaborate with school leadership to monitor student engagement, and ensure that students from historically marginalized backgrounds are not subjected to discrimination based on their identity factors.</i>			
6.B School Safety- Contribute to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors and incorporating substance abuse prevention measures.	Contributes to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors, and incorporating substance abuse prevention measures.	Inconsistently promotes a safe and secure learning environment, and may require additional support in being accessible for reporting threats, intervening with students involved in unsafe behaviors, and incorporating substance abuse prevention measures.	Does not contribute to a safe and secure learning environment and lacks accessibility for reporting threats, intervention with students involved in unsafe behaviors, and incorporation of substance abuse prevention measures.
<i>Indicators include: Collaborating with other essential staff to identify and address suicide risk and threats in addition to providing education for students and families on substance abuse.</i>			
6.C School Engagement- Foster academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community.	Fosters academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community.	Demonstrates some efforts to foster academic, social, and personal engagement, but improvements are needed in promoting involvement, collaboration, and a sense of belonging.	Does not foster academic, social, and personal engagement and lacks strategies to promote involvement, collaboration, and a sense of belonging.
<i>Indicators include: Promote trauma-informed and restorative practices; address underlying issues with learning disabilities, attendance and discipline; empower students to identify personal interests, set goals, and explore extracurricular activities or projects that foster personal engagement and a sense of purpose</i>			



GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED NURSE EVALUATION
Education Code 44662(c)

Page 1 of 6
Appendix I-3
(Article VI)

Employee: _____ School: _____ School Year: _____

Evaluator: _____ Date(s) of Observation(s) _____ Date of Initial Conference _____ Date of Final Conference _____

Status: ☐ Probationary I ☐ Probationary II ☐ Temporary ☐ Permanent ☐ Other

Rating: 1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

STANDARD I – Record Keeping, Data and Compliance		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
1.1	Oversee the review of student health data for compliance with state and district regulation	
1.2	Oversee the compliance with Child Health, Developmental Disability Program (CHDP) physical examination requirements	
1.3	Conduct or oversee the mandated screenings for vision and hearing.	
1.4	Maintain school health data and records	
1.5	Oversee immunization mandates and compliancy	
1.6	Identify student health needs through nursing assessment and refer for appropriate health care and follow-up	
1.7	Provide supervision and/or direct care for those with specialized health needs and use proper documentation tools	
1.8	Provide supervision and/or directly administer prescribed medication and use proper documentation tools	



**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED NURSE EVALUATION**

Employee: _____
School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

STANDARD II – Instructional Strategies and Techniques		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
2.1	Provide training for specialized care and medication administration to educational staff	
2.2	Prepare reports and/or interpret medical information for educational needs as appropriate	
2.3	Recommend school adjustments for students with health problems	
2.4	Involve parents in the development of health plans	



GATEWAY UNIFIED SCHOOL DISTRICT CERTIFICATED NURSE EVALUATION

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

STANDARD III – Health Counseling and Education		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
3.1	Provide health counseling and/or education to student, parent and educational staff as time permits	
3.2	Participate in planning and implementation of a health education program as time permits	
3.3	Participate in IEP meetings for health purposes when necessary	
3.4	Serve as a liaison between community agencies and the school concerning health and safety issues	



**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED NURSE EVALUATION**

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

STANDARD IV – Prevention and Control of Disease		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
4.1	Serve as a health consultant and resource to staff and community	
4.2	Implement policies and procedures concerning communicable disease	

STANDARD V – Establish and Maintain Standards to Minimize the Effects of Accidents or Illness in the School Setting		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
5.1	Administer first aid in accordance with standard first aid guidelines	
5.2	Oversee the maintenance of first aid supplies and kits	

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED NURSE EVALUATION**



Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

STANDARD VI – Staff Relationships		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
6.1	Maintain a professional working relationship with educational staff, students, parents, and colleagues	
6.2	Carry out assignments willingly and readily	
6.3	Use good communication skills both verbally and in writing	

STANDARD VII – Organization and Professional Commitment		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
7.1	Complete reports and forms promptly and accurately	
7.2	Arrive punctually	
7.3	Carry out daily assignments promptly	
7.4	Adapt and try new ideas	
7.5	Update skills through workshops, conference and atten	



**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED NURSE EVALUATION**

Employee: _____
School Year: _____

Page 6 of 6
Appendix I-3
(Article VI)

Overall Rating:

- ☐ 1. Meets or Exceeds Standards ☐ 2. Needs Improvement ☐ 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

Employee Response:

Additional Comments – Evaluator

RECOMMENDATION FOR CONTINUED EMPLOYMENT: *(Check for appropriate statement.)*

- ☐ Recommended for second year probationary contract without reservations.
- ☐ Recommended for permanent status.
- ☐ Continue permanent status.
- ☐ Recommended for continued permanent status with review the subsequent year.
- ☐ Not recommended for continued employment.
- ☐ Temporary (one-year-contract)

Reviewer's Signature

Date

Reviewee's Signature

Date

Original: Personnel File (Reviewee's signature does not necessarily indicate agreement.)

CC: Reviewer

Reviewee

Check if remarks by Reviewee attached.



GATEWAY UNIFIED SCHOOL DISTRICT
PSYCHOLOGIST EVALUATION
Education Code 44662 (STULL Act) and the
California Standards for the Teaching Profession

Page 1 of 5
Appendix I-4
(Article VI)

Employee: _____ School: _____ School Year: _____

Evaluator: _____ Date(s) of Observation(s) _____ Date of Initial Conference _____ Date of Final Conference _____

Status: ☐ Probationary I ☐ Probationary II ☐ Temporary ☐ Permanent ☐ Other

Rating: 1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD I – ASSESSMENT		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
1.1	The psychologist evaluates students for placement in Special Education programs.	
1.2	The psychologist prepares psycho-educational case studies and maintains confidential case files including development of chronological entries representing case interventions and contacts.	
1.3	When appropriate, he/she participates in Individual Education Program (IEP) development meetings and presents findings.	
1.4	Attends and participates in Student Study Team (SST) meetings at school sites.	
1.5	The psychologist conducts functional behavior assessments and works collaboratively to develop positive behavior support plans for students with behavior problems.	



GATEWAY UNIFIED SCHOOL DISTRICT PSYCHOLOGIST EVALUATION

Page 2 of 5
Appendix I-4
(Article VI)

Employee: _____
School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (*Does not meet Standards*)
(*Any 2 or 3 rating, whether overall or individual standard, requires elaboration*)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD II – CONSULTATION		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
	2.1 The psychologist provides consultation to teacher staff in the areas of identification of pupils requiring specialized assistance, assessment of learning and behavior problems, modification of instructional techniques and curriculum, classroom management techniques, acceptance of pupils with exceptional needs, inter-staff relationships, interpersonal problem solving and pupil emotional functioning.	
	2.2 Provides consultation to parents in the areas of assessment procedures and interpretation, pupil strengths, weaknesses, needs, career and pre-vocational plans, personality development, behavior management; effective use of community resources and emotional development.	
STANDARD III – COUNSELING		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
	3.1 The psychologist provides short term counseling for specific pupils and families to meet the needs of referred pupils.	



GATEWAY UNIFIED SCHOOL DISTRICT PSYCHOLOGIST EVALUATION

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards
2. Needs Improvement
3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD IV – COLLABORATION		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
4.1	Upon the request of the Director of Special Education, and in conjunction with management and teacher staff, the psychologist assists in program planning and policy development.	
4.2	Assists as a liaison between the Gateway Unified School District and Community Agencies and Organizations.	
4.3	Assists in the provision of in-service training for school site, classified, support and management staff.	
4.4	Assists in community education programs.	
4.5	When appropriate, the psychologist refers pupils and/or families to public and private resources.	
4.6	When appropriate, he/she participates in evaluation and research projects.	
4.7	Other assignments as required by the Director of Special Education or initiated by psychologist.	



GATEWAY UNIFIED SCHOOL DISTRICT PSYCHOLOGIST EVALUATION

Page 4 of 5
Appendix I-4
(Article VI)

Employee: _____

School Year: _____

Rating:

1. Meets or Exceeds Standards 2. Needs Improvement 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

The Standards as stated on this evaluation form are the California Standards of the Teaching Profession (EC44662)

STANDARD V – PROFESSIONAL CONDUCT		COMMENDATION / RECOMMENDATIONS / EVIDENCE
Rate 1, 2 or 3 in the box to the left of the individual numbered standard.		
5.1	Complies with GWUSD policies and procedures.	
5.2	Complies with Federal and State regulations.	
5.3	Maintains regular and punctual attendance.	
5.4	Meets Schedules and deadlines.	
5.5	Treats co-workers, parents, district, and agency representatives in a courteous, helpful and professional manner.	
5.6	Performs duties and responsibilities in an efficient and effective manner.	

Plans For Professional Growth, Resources, and/or Support Needed and Timeline



**GATEWAY UNIFIED SCHOOL DISTRICT
PSYCHOLOGIST EVALUATION**

Employee: _____

School Year: _____

Overall Rating:

- ☐ 1. Meets or Exceeds Standards ☐ 2. Needs Improvement ☐ 3. Unsatisfactory (Does not meet Standards)
(Any 2 or 3 rating, whether overall or individual standard, requires elaboration)

Employee Response:

Additional Comments – Evaluator

RECOMMENDATION FOR CONTINUED EMPLOYMENT: (Check for appropriate statement.)

- _____
Recommended for second year probationary contract without reservations.

Recommended for permanent status.

Continue permanent status.

Recommended for continued permanent status with review the subsequent year.

Not recommended for continued employment.

Temporary (one-year-contract)

Reviewer's Signature _____ Date _____

Reviewee's Signature _____ Date _____

Original: _____ Personnel File
CC: _____ Reviewer
_____ Reviewee

(Reviewee's signature does not necessarily indicate agreement.)

_____ Check if remarks by Reviewee attached.

**GATEWAY UNIFIED SCHOOL DISTRICT
CERTIFICATED OBSERVATION
PSYCHOLOGIST**

Appendix I-4

Employee Name: _____	Evaluation Date: _____	Location Name: _____
Position: _____	Employee Status: _____	

PLEASE INDICATE RATING FOR EACH CATEGORY

(3)-Meets/Exceeds District Standards (2)-Needs Improvement (1)-Unsatisfactory

<u>ASSESSMENT</u>		<u>CONSULTATION</u>	
<u>COUNSELING</u>		<u>COLLABORATION</u>	
<u>PROFESSIONAL CONDUCT</u>		<u>OTHER</u>	

COMMENTS:

EVALUATOR: _____ TITLE: _____
EVALUATOR SIGNATURE: _____ DATE: _____

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

EMPLOYEE SIGNATURE: _____ DATE: _____

Employee Comments:

Distribution:

Original - Personnel

Copy – Employee

APPENDIX J

Level I

GATEWAY UNIFIED SCHOOL DISTRICT
4411 Mountain Lakes Blvd.
Redding, CA 96003

GRIEVANCE

Certificated Informal Grievance – Level I

A conference was held between _____
and _____
on _____ concerning _____
Date _____

Signed _____
(Grievant)

(Site Administrator)

Original:	Grievant
Copy:	Supervisor
Copy:	Association
Copy:	Personnel

GRIEVANCE

Certificated – Level II

TO: _____
(Appropriate Administrator or Immediate Supervisor)

DATE: _____

FROM: _____
(Name of Employee)

SCHOOL OR DEPARTMENT: _____

If you believe there has been a violation, misinterpretation or misapplication of a provision of the Agreement, give your statement of the problem, including the article, paragraph and subparagraph which establishes the basis for your complaint. Be sure to give all names, dates and other pertinent factual information. This form should be filed within ten (10) working days after the informal conference with the grievant's immediate supervisor.

I. Statement of the Problem: (Include specific circumstances involved and specific contract violation, misinterpretation or misapplication.)

II. Decision Rendered at Informal Conference:

III. Specific Remedy Sought.

Signature of Employee: _____

Signature of Supervisor: _____

Date: _____

Original: Grievant
Copy: Supervisor
Copy: Association

APPENDIX J

GATEWAY UNIFIED SCHOOL DISTRICT
4411 Mountain Lakes Blvd.
Redding, CA 96003

GRIEVANCE APPEAL

Certificated Grievance Appeal – Level III (Mediation)

TO: _____

DATE: _____

FROM: _____

SCHOOL OR DEPARTMENT: _____

This is a Level III Grievance which requires that copies of the written Level II Grievance and Level II Grievance Response be attached.

If a grievant is not adjusted at Level II the Association may submit a written request to the Superintendent or designee for mediation within (10) working days of the Level II response.

- I. Statement of reason for appeal: (include specific reference to contract violation, misinterpretation or misapplication).

- II. Decision at Level II:

Grievance Appeal Level III – page 2

III. Specific Remedy Sought:

IV. Signatures:

1. Employee _____

2. Immediate Supervisor _____

Dated _____

Copies to: Grievant
Supervisor
Association
Superintendent

GRIEVANCE APPEAL

Certificated – Level IV (Arbitration)

TO: _____
(District Personnel Director or Designee)

DATE: _____

FROM: _____

SCHOOL OR DEPARTMENT: _____

If the grievance is not satisfactorily adjusted at Level III the grievant may within five (5) working days after conclusion of Level III request the Association to submit the grievance to arbitration as per Article 8.3.4.

Signature of Employee: _____

Date: _____

Original: Grievant
Copy: Supervisor
Copy: Association
Copy: District Office



GATEWAY UNIFIED SCHOOL DISTRICT

2025-2026 SCHOOL CALENDAR

JULY 2025				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST 2025				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18*	19	20	21	22
25*	26	27	28	29

SEPTEMBER 2025				
M	T	W	TH	F
1	2	3	4	5
8*	9	10	11	12
15*	16	17	18	19
22*	23	24	25	26
29*	30			

OCTOBER 2025				
M	T	W	TH	F
		1	2	3
6*	7	8	9	10
13*	14*	15*	16*	17*
20*	21	22	23	24
27*	28	29	30	31

NOVEMBER 2025				
M	T	W	TH	F
3*	4	5	6	7
10	11	12	13	14
17*	18	19	20	21
24	25	26	27	28

DECEMBER 2025				
M	T	W	TH	F
1*	2	3	4	5
8*	9	10	11	12
15*	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY 2026				
M	T	W	TH	F
			1	2
5	6	7	8	9
12*	13	14	15	16
19	20	21	22	23
26*	27	28	29	30

FEBRUARY 2026				
M	T	W	TH	F
2*	3	4	5	6
9*	10	11	12	13
16	17	18	19	20
23*	24	25	26	27

MARCH 2026				
M	T	W	TH	F
2*	3	4	5	6
9*	10	11	12	13
16*	17	18	19	20
23*	24	25	26	27
30*	31			

APRIL 2026				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13*	14	15	16	17
20*	21	22	23	24
27*	28	29	30	

MAY 2026				
M	T	W	TH	F
				1
4*	5	6	7	8
11*	12	13	14	15
18*	19	20	21	22
25	26	27	28	29

JUNE 2026				
M	T	W	TH	F
1*	2	3	4*	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DATES TO REMEMBER

Aug. 8 & 11	Professional Development Day or Work Day
Aug. 12	First Day of School (No Minimum Day)
Oct. 13 - 17	Parent/Teacher Conferences (Minimum Day*)
Oct. 31	Professional Development Day
Nov. 10	No School
Nov. 24 - 28	Thanksgiving Recess (No School)
Dec. 22 - Jan. 2	Winter Recess (No School)
Jan. 5	Professional Development Day
Feb. 16 - 20	President's Week Recess (No School)
April 6 - 10	Spring Recess (No School)
June 4	Last day of School (Minimum Day*)
June 5	Makeup Day (Minimum Day*)

* 37 Minimum Days: PLC Mondays, Parent Conferences, & Last Day of School

HOLIDAYS

July 4	Independence Day
Sept. 1	Labor Day
Nov. 11	Veterans Day
Nov. 26	Admissions Day
Nov. 27 - 28	Thanksgiving (11/28)
Dec. 24	Christmas Eve
Dec. 25	Christmas Day
Dec. 26	Negotiated Holiday
Jan. 1	New Year's Day
Jan. 19	Martin Luther King Jr. Day
Feb. 16	Washington's Birthday (2/22) Observed
Feb. 17	Lincoln's Birthday (2/12) Observed
April 3	Easter (4/5) Observed
May 25	Memorial Day
June 19	Juneteenth

SESSIONS: MLHS

Session 1 Ends: September 19, 2025
Session 2 Ends: October 30, 2025
Session 3 Ends: December 19, 2025
Session 4 Ends: February 13, 2026
Session 5 Ends: April 2, 2026
Session 6 Ends: June 4, 2026

SEMESTERS: CVHS

First Semester
1st Quarter Ends: October 17, 2025
2nd Quarter Ends: December 19, 2025
Second Semester
3rd Quarter Ends: March 13, 2026
4th Quarter Ends: June 4, 2026

TRIMESTERS: BSA, GOES, SLS

1st Trimester Ends: November 7, 2025
2nd Trimester Ends: February 27, 2026
3rd Trimester Ends: June 4, 2026

180 Instructional Days
Board Approved: 02/12/2025

GATEWAY UNIFIED SCHOOL DISTRICT
4411 Mountain Lakes Blvd.
Redding, CA 96003

Certificated Authorization to Transfer Sick Leave

I _____, hereby authorize the
transfer of _____ days (not exceed 10) of my sick leave to
_____ for Catastrophic Leave pursuant to
Article 11 Section 11.

Signed: _____

Date: _____

Original:	Association
Copy:	Donor
Copy:	Personnel