Collective Bargaining Agreement
Between
Gilroy Teachers Association (GTA)
And
Gilroy Unified School District (GUSD)
July 1, 2024 – June 30, 2026

Approved at the GUSD Board of Education Meeting July 21, 2026

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ARTICLE 1: AGREEMENT

1.1 The Articles and provisions contained in the Agreement constitute a binding agreement ("Agreement") by and between the Gilroy Unified School District ("District"), and the Gilroy Teachers Association/California Teachers Association/National Education Association ("GTA") an employee organization.

1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act ("Act'), Government Code Sections 3540-3549.3.

ARTICLE 2: RECOGNITION

The District recognizes GTA as the exclusive representative for the unit of employees as follows: regular, full-time certificated and part-time certificated classified as permanent, probationary, or temporary certificated employees. The bargaining unit shall exclude Management, Supervisory and Confidential employees, Adult Education Teachers, Home Teachers and Substitute Teachers who are not under contract, and all classified employees.

ARTICLE 3: EMPLOYEE RIGHTS

3.1 Personal and Academic Freedom

3.1.1 It is the District's policy that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint that might interfere with the unit member's obligation to pursue truth in the performance of his/her teaching functions.

3.1.1.1 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that the material is relevant to the course content and within the scope of the law and approved Board policies.

3.1.1.2 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political, and/or religious views.

3.1.2 A unit member's personal life is not an appropriate concern of the District unless it violates local, state, or federal law or it impacts the unit member's performance of duties.

3.1.3 Certificated bargaining unit members are entitled to full constitutional rights of citizenship. Unit members shall not be disciplined for speaking out on an issue of public concern or engaging in the free exercise of the unit member's religion or engaging in political activities, as long as the unit member does not violate any local, state, or federal law.

3.2 Legal Dependents of Unit Members

3.2.1 Legal dependents of unit members whose legal residence is outside the boundaries of the Gilroy Unified School District are eligible to enroll in a district school as defined by California Education Code 48204. Once enrolled, the student shall not have to apply for readmission in subsequent years. No home-to-school transportation is provided for students enrolled on an interdistrict attendance permit.

3.2.2 On or before July 15, the unit member will be notified in writing of the placement of their legal dependent(s). For unit members requesting a school of choice, the request must be submitted in writing on or before May 31 of the preceding school year. The District shall make a reasonable effort to assign legal dependents of a unit member to the unit member's school of choice. For those requests made after May 31, the District shall inform the unit member of the legal dependent's placement on or before August 1 prior to the start of the upcoming school year. The District shall make a reasonable effort to assign legal dependents of a unit member to the unit member's school of choice.

3.3 SST/504 Procedures

3.3.1 At the beginning of each school year, the District shall post an electronic copy of the SST Procedural Manual and the 504 Procedural Manual on the Staff Intranet so it can be accessed by unit members.

3.4 Rights to Representation (Disciplinary Action)

Prior to a meeting with a unit member, the administrator shall inform the unit member of his/her right to representation if the administrator believes that the meeting could lead to disciplinary action.

3.5 Personnel Files and Rebuttals

3.5.1 A unit member's personnel file shall be maintained at the district office. When an administrator is evaluating a unit member, administrator may retain materials at the site in a working file. When the administrator completes the unit member's Formal Observation Summary Report, the notes or documents in the working file shall be summarized in the document, attached to the document, or destroyed.

3.5.2 A unit member shall have the right to review any material of a derogatory nature before it is placed in the unit member's personnel file. The unit member has the right to prepare written comments in rebuttal to the derogatory material and to have those comments attached to derogatory material in the personnel file.

3.5.3 A unit member, or a GTA representative with the unit member's written authorization, shall have the right to examine and/or obtain copies of materials in the unit member's personnel file. The unit member shall make an advance appointment with the Personnel Office to examine the file. One copy of all material in the personnel file relating to job performance within the preceding four years shall be furnished to the unit member, upon request, without charge. The unit member may obtain additional copies for reasonable charge.

3.5.4 Personnel files shall be confidential. District administrators or agents shall have access to personnel files only on a need-to-know basis.

3.5.5 Four (4) school years after derogatory documents are placed in a unit member's file, the unit member may request that the derogatory documents and the unit member's response be placed in a sealed envelope and returned to the unit member's personnel file. The sealed envelope shall be broken and opened at the discretion of the Superintendent after the District gives the unit member a written notice that the sealed envelope will be opened.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Right to Represent

GTA shall have the exclusive right to represent members of the unit in employment relations with the District, pursuant to Government Code 3540, et. seq.

4.2 Right to Associate

The Board and GTA recognize the right of employees to form, join, and participate in the activities of an employee organization and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

4.3 Legal Rights

The Board agrees not to impose or threaten to impose reprisals on employees or GTA, discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.

4.4 Communications, Use of Bulletin Boards and Copiers

4.4.1 GTA shall have the right to District equipment for the use of conducting Association business. These rights include the right to use unit members' mail boxes at the sites, inter site, and intra site electronic mail (e-mail) systems. GTA shall have the right to post notices regarding matters of Association concern on school bulletin boards, at least one of which shall be provided in each school in the District. GTA will have the right to make announcements at the conclusion of faculty meetings.

4.4.2 GTA shall have the right to use site copy machines. The District shall provide GTA with a code for such use and shall bill the Association no later than June 30th of that fiscal year.

4.4.3 The District shall provide bound copies of the collective bargaining agreement to each new member of the GTA Executive Board, each new site representative, and each new member of the negotiating team no later than twenty (20) work days after the start of the new instructional year.

4.4.4 GTA will provide the Assistant Superintendent of Human Resources and affected site administrator(s) with copies of all non-confidential materials placed in unit members' mail boxes at school sites and all notices posted on school site bulletin boards.

4.5 Use of Facilities

Authorized representatives of the Association shall have the right to call and conduct school site meetings to transact Association business on school property and to use school equipment for meetings at all times, provided the meeting does not interfere with instruction or previously scheduled activities. Prior to each meeting, the Association shall notify the site administrator or designee of the time and place.

The Association shall be permitted to call a meeting at the conclusion of faculty meetings for the purpose of conducting Association business.

The Association shall be permitted to call a meeting prior to faculty meetings provided that the meeting does not interfere with the start of the staff meeting.

4.6 Board Agendas

4.6.1 Prior to the start of the school year, the District shall consult with GTA, and if requested, the District shall provide to GTA one copy of the Board agenda in advance of the meeting and minutes of the prior Board meetings for all regular and special Board meetings.

4.6.2 The District, shall, upon written request, provide information, including but not limited to the preliminary budget, administrative regulations, and other public documents to the GTA in its role as the exclusive representative. If the District incurs costs in providing this information, a reasonable fee may be charged. The District shall, at no fee, provide GTA with the opportunity to inspect said public documents.

4.7 Unit Members Directory

4.7.1 The District shall provide the Association with the names, job title, site, assignment, email addresses (personal e-mail if on file), mailing address, telephone numbers (home, personal cellular), status (temporary, probationary, or permanent), date of hire, and FTE status, for all bargaining unit members no later than the date of the new hire orientation at the beginning of each school year. For unit members assigned to more than one site, the District shall provide the Association with the unit member's primary site. No later than the start of the instructional year, the District shall also provide the names of all unit members on Leaves of Absence, with the matching list of temporary

employees assigned temporary status in their absence. In the event that a unit member's assignment and/or employment status changes during the year, the District shall notify the Association of the change no later than ten (10) work days after the change.

4.7.2 The District shall provide an updated list of all unit member contact information as stated in 4.7.1, including an updated and current Certificated Order of Employment no later than November 1 and March 1 of each school year.

4.7.3 The District shall not provide information in which the employee has submitted a written request not to be provided, or information the District does not have.

4.7.4 Notice of Public Records Act Requests for Members' Information

The District shall notify the Association president of any third-party Public Records Act request for unit members' contact information. This is limited to California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel- record information, including union membership status.

The District shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names (unless the family member is also an employee), and union membership status unless required by law.

4.8 Association Day

Wednesdays shall be recognized as Association meeting days. No Gilroy Unified School District meetings, other than Board Meetings, Back-to-School Nights, Open House and Instructional Leadership Academy meetings shall be scheduled on the second or third Wednesday of the month except in an emergency.

4.9 Association Officers' Release Time

If requested by the Association, elected Association officers will be provided up to 100% release time in order to facilitate Association business. In accordance with Education Code 44987, the Association shall reimburse the District for all compensation paid to the released officers on account of said leave, including salary, health benefits, statutory benefits and retirement fund contributions.

No later than May 1 of each school year, the Association President shall provide the District with written notice of the amount of release time to be scheduled for the next school year.

4.10 Association Leave

In addition to the leave provided in Section 4.9, the District shall grant a maximum of 24 days per work year for Association leave with one working day notification upon request in writing to the District Superintendent and/or designee by the Association's executive officer and/or designee. The Association shall pay the District within 30 calendar days for all costs of the substitute or the amount that would have been paid if the substitute had been employed. This leave shall not be used to prepare for or conduct any concerted activity or litigation against the District.

4.11 The District shall provide GTA with new hire information, as outlined in Article 4.7.1, no later than 10 days after the date of the new hire orientation.

4.12 New Unit Member Orientation Prior to the Start of the School Year

Certificated unit members new to the District shall attend an Association-sponsored lunch during the first day of the pre-service days for new staff referenced in Article 12.13.2. To facilitate this luncheon, the District shall notify all newly employed certificated unit members of the luncheon by mail. The District shall provide the names of all newly certificated unit members two (2) work days prior to this meeting and update the new hire list if needed. The District shall release all newly employed unit members for this meeting for two (2) hours.

4.13 New Unit Member Orientation During the School Year

4.13.1 The District shall provide GTA at least ten (10) days advance notice of all new employee orientations (i.e. onboarding process) except when the need for orientation is urgent and/or unforeseeable. The District shall permit GTA access to such orientations.

In the event the District conducts one-on-one orientations with new employees after the school year begins, the Association shall have sixty (60) minutes of paid release time for one (1) Association representative to conduct the orientation session if the orientation is during the workday. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The Association Labor Relations Representative may also attend the orientation session. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

ARTICLE 5: DISTRICT RIGHTS

5.1 District Powers and Authority

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. Included in but not limited to those duties and powers are the exclusive right to: determine and administer policy; determine its organizations; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the number and kinds of personnel necessary for the District's efficient operation; determine the methods and means of providing such services; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; maintain the efficiency of District operations; determine the curriculum; build, move, close or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out non-bargaining unit work including extra duty work; and take action on matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

5.2 Limitations

The District's exercise of these powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance of and the use of judgment and discretion in connection with these powers, rights, authority, duties, and responsibilities shall be limited only by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.

5.3 Declaration Of Emergency

The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency for purposes of evading the provisions of this Agreement.

ARTICLE 6: NEGOTIATION PROCEDURES

6.1 GTA Proposals

No later than the first regularly scheduled Board meeting in March, GTA may present new proposals for the succeeding year. The Board shall then schedule a public hearing at its next regularly scheduled meeting for public comment on such proposals in accordance with the provisions of Government Code Section 3547. This timeline shall be suspended if the District and GTA have not concluded the prior year's negotiation or in the process of negotiating a multi-year successor agreement.

6.2 District Proposals

The Governing Board shall present its proposals to GTA at the next regularly scheduled board meeting following public comment on GTA's proposals. Thereafter, the parties shall meet and negotiate as soon as practicable.

The first negotiating session for the upcoming school year shall be held no later than the last instructional day. Negotiations on cost items may start after the state budget and District budget updates based on the state budget are completed. This timeline shall be suspended if the District and GTA have not concluded the prior year's negotiation or are in the process of negotiating a multi-year successor agreement.

6.3 Release Time

GTA shall be allowed reasonable release time for the purpose of meeting and negotiating. GTA representatives shall suffer no loss in compensation for such time spent meeting and negotiating with District representatives, unless the parties mutually agree otherwise.

6.4 Tentative Agreement

Unless the parties agree to the contrary, when a tentative agreement has been reached on an item, it shall be reduced to writing and initialed by the parties prior to adjournment of the session. All items remain tentative until ratification of the entire agreement.

6.5 Final Approval

When final agreement has been reached on all items, the parties shall have the total agreement ratified by GTA and the Governing Board.

6.6 Distribution of Agreement

Within thirty (30) work days of ratification of the Agreement and other agreements (e.g.,

Side Letters and Waivers) by both parties, the District agrees to post the Agreement(s) on the District's web site. The District agrees to provide a bound copy of the Agreement(s) for each staff lounge, site representative, members of the negotiating team and GTA Executive Board.

The District shall provide two (2) work days of paid release time to the Association President or designee to jointly proofread the Agreement with the Assistant Superintendent of Human Resources or designee prior to printing.

6.7 Common Template for Presentation of Reopeners (Sunshined Proposals)

In their respective contract Reopeners (Sunshined Proposals), the Association and the District shall make a good faith effort to provide a basic description of ideas that either party wishes to negotiate.

ARTICLE 7: NON-DISCRIMINATION

The District and GTA recognize that local, state and federal laws prohibit discrimination against unit members. The District and GTA agree not to unlawfully discriminate against any unit member on the basis of their actual or perceived race, color, religious creed, ethnic group identification, ancestry, gender, sexual orientation, age, pregnancy, physical or mental disability, medical condition, marital status, veteran's status, or national origin.

ARTICLE 8: GRIEVANCE PROCEDURES

Both the District and GTA agree that everyone concerned will benefit when prompt, informed, and confidential resolution of problems and grievances is encouraged. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Accordingly, the following procedure to accomplish these purposes is established. A grievance flow chart and forms are attached in Appendices K-1 through K-6.

8.1 Definitions

8.1.1 A "grievance" is any alleged violation, misinterpretation, or misapplication of any specific provision(s) of this Agreement in writing and which clearly identifies itself as a grievance.

8.1.2 A "grievant" is a unit member or group of unit members or GTA who allege that they have been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement and who file a claim.

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

8.1.4 A "day" is any day in which the District's central administrative office is open for business.

8.1.5 A "workday" is any day in which the unit member is required to report for duty.

8.1.6 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant(s) and who has the authority to adjust grievances.

8.1.7 A "representative" shall be a person chosen by GTA to represent the grievant.

8.2 Procedure

8.2.1 Informal Level

Within 10 work days after the event that was the basis for the grievance, or within 10 work days of the time when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall notify, in writing, his or her immediate supervisor (or responsible administrator) of the potential grievance and shall request a face-to-face meeting. At the grievant's option, the grievant may be accompanied by a GTA representative during the meeting.
The objective of this meeting shall be to resolve the matter informally. Upon

receipt of the grievant's written notice, the supervisor (or responsible administrator) shall have seven (7) work days to meet informally with the grievant. The immediate supervisor (or responsible administrator) shall provide a written response to the grievant within five (5) work days of the informal meeting. If the immediate supervisor (or responsible administrator) does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended by mutual agreement.

8.2.2 Level One

If the grievant is not satisfied with the written response, the grievant, within five (5) work days of receipt of the response, shall submit a written statement of the grievance on the appropriate form (see Appendix K-2) to his/her immediate supervisor (or responsible administrator) and the Assistant Superintendent of Human Resources. The statement shall include a clear, concise statement of the grievance, the circumstances involved, the response provided, the specific remedy sought, and the date of the alleged act or omission. The grievant, immediate supervisor (or responsible administrator), and Assistant Superintendent of Human Resources shall meet within seven (7) work days of submission of the grievant's written statement. The grievant may be accompanied by a representative of GTA. If the grievant prefers to represent himself or herself, a copy of the grievance will be sent to GTA.

Within seven (7) work days after the meeting to review the grievance, the immediate supervisor (or responsible administrator) shall state his/her decision in writing on the appropriate form (see appendix K-3) and shall forward a copy of the decision to the Assistant Superintendent of Human Resources, GTA and the grievant. If the immediate supervisor does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended by mutual agreement. The District or grievant may waive the right to meet in person and the District may proceed with rendering a written decision no later than fourteen (14) work days from when the Level One grievance is received.

8.2.3 Level Two

If the grievant is not satisfied with the written disposition of the grievance at Level One or if no written decision has been rendered within the timeline described in 8.2.2, the grievant may file a written appeal of the grievance on the appropriate form (see Appendix K-4) with the Superintendent, with a copy to GTA, within five (5) work days after the written decision at Level One.

Within seven (7) work days after the delivery of the appeal, the Superintendent or his/her designee will confer with the grievant in an effort to resolve the problem. An Association representative may be present at this conference.

Within seven (7) work days after the grievance conference, the Superintendent/designee shall submit his/her decision in writing on the appropriate form (see Appendix K-5) to GTA, with a copy to the grievant and a copy to the immediate supervisor involved in Level One.

If the Superintendent does not respond within the timelines, the grievance shall proceed automatically to the next step. The timelines may be extended by mutual agreement. The District or grievant may waive the right to meet in person and the District may proceed with rendering a written decision no later than fourteen (14) work days from when the Level Two grievance is received.

8.2.4 Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the timeline described above in 8.2.3, the grievant may request in writing that GTA submit the grievance to arbitration. GTA, by written notice to the Superintendent within ten (10) work days after receipt of the Superintendent's response (Appendix K-5) may submit the grievance to arbitration using the appropriate form (see Appendix K-6). At all times during the Level Three grievance, the grievant shall be represented by GTA.

8.2.4.1 The parties shall request a list of arbitrators from the California State Mediation and Conciliation Service. A GTA representative and a District representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within 10 work day of the receipt of the list by both parties.

8.2.4.2 If any question arises as to the arbitrability of the grievance, such question will first be ruled upon by the arbitrator.

8.2.4.3 The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret the Agreement in accordance with accepted arbitral standards of contract interpretation.

8.2.4.4 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will without power or authority to make any decision that violates the terms of this Agreement. A copy of the award will be submitted to the District, the grievant, and GTA. The arbitrator's decision will be final and binding upon the parties.

8.2.4.5 The District and GTA will bear equally the costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the court reporter.

8.2.4.6 If any party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and the aggrieved.

8.2.4.7 After the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to work days, unless mutually agreed otherwise.

8.2.4.8 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.

8.2.4.9 Upon mutual agreement of the District and GTA, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany the request for a list of arbitrators.

8.2.4.10 The arbitrator shall be provided all available documents relating to the grievance. Parties in interest shall be given at least two (2) work days prior notice of scheduled hearing. Parties in interest and their representatives shall have the right to be present at such hearings.

8.3 <u>General Provisions</u>

8.3.1 Because it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The timelines specified may be extended by mutual consent.

8.3.2 The District will not take reprisals affecting the employment status of any unit member, party in interest, any GTA representative, or any other participant in the procedure by reason of such participation.

8.3.3 Any records pertaining to the grievance shall be kept in a confidential file separate from the grievant's official District personnel file. Such records shall not be utilized in evaluations or in any recommendation for job placement.

8.3.4 When the grievant is not represented by GTA, GTA shall have a right to be informed of the grievance meetings, to be informed of the decision, and to have a representative present for informational purposes. GTA shall have the right to present in writing its views on the grievance at all steps of the procedure.

8.3.5 In all steps of the grievance procedure, when it becomes necessary for the grievant(s) to attend a grievance conference during work hours, the grievant(s) will, upon written notice to his/her principal or immediate supervisor, be released without loss of pay for that purpose.

8.3.6 If a grievance arises from the action of authority higher than the principal, the grievance may be filed with the appropriate management person. It is agreed, however, that it is beneficial to all parties concerned that any grievance be initiated at the lowest appropriate level.

8.3.7 When it is necessary for the designated Association Representative to attend a grievance conference with an administrator during the day, he/she will, upon notice to his/her principal or immediate supervisor, be released without loss of pay in order to participate in the conference. When it is necessary for a representative designated by GTA to investigate a grievance or attend a grievance, meeting, or hearing during the day, he/she shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigation, meeting, or hearing as a witness will be accorded the same right.

8.3.8 In the event a grievance is filed at such time that is cannot be processed through all levels of procedure by the last working day of the school year, the time limits set forth in this Article will be reduced upon mutual agreement, so that the procedure may be completed before the end of the school year, or as soon thereafter as practicable.

8.3.9 Forms for filing grievances and other related documents will be developed and amended jointly by the District and GTA and shall be available at the District Office, each school year, and at the GTA office.

8.4 Contract Implementation/Review Process

At the request of either party, the parties will meet to discuss contract implementation or review issues. The District may provide GTA written notice of intent to implement the contract in a specified manner. GTA may provide the District within 10 work days a written objection to the intended action. The District or GTA may submit the matter to arbitration if the issue cannot be resolved.

ARTICLE 9: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

9.1 Unit Members' Rights

Unit members shall have the absolute right to form, join, or participate in the organization(s) of their choice. Unit members also have the right to refuse to form, join, or participate in employee organizations. Accordingly, membership in the Association shall not be compulsory.

9.2 Dues Deduction

The District agrees that the Association shall have the exclusive right for payroll deduction of dues and general assessment for every bargaining unit member who has executed a written authorization for this deduction. Such authorization shall continue in effect from year to year unless revoked in writing with the Association. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues from the regular salary check of unit members each month for 10 months. The District agrees to remit promptly such monies to the California Teachers Association ("CTA") accompanied by an alphabetical list of teachers for whom such deductions have been made. This monthly list (in hard copy and electronically) shall be forwarded to the Association within seven (7) work days of the end of the month.

The Association shall determine the amount of the professional dues.

ARTICLE 10: SAFETY

10.1 Safe And Healthy Work Sites

10.1.1 Unit Member's Duty to Report Conditions Endangering Health Or Safety

Unit members shall not be required to work under unsafe conditions or to perform tasks or teach under conditions that endanger their health or safety as determined by the appropriate federal, state, or local agency. If a unit member still believes that an unsafe condition exists, the unit member shall submit a written report to the site administrator or designee as soon as possible. The written report shall include the location and nature of the condition endangering health or safety. The unit member shall retain a copy of the report and submit a copy of the report to the site representative and Association President.

10.1.2 District's Response to Reports Of Conditions Endangering Health or Safety

No later than five (5) work days after the unit member submits a report, the District will make a preliminary determination whether an unsafe condition or any condition endangering health or safety exists, and shall report its decision to the unit member in writing, which will include preliminary action steps. If the District determines that unsafe conditions exist, the District will remedy the conditions as soon as possible. If no remedy is available, the District will find another work area for the affected unit member.

10.1.3 Unit Member's Assignment When Students Dismissed

In the event a condition endangering health or safety arises within a school and forces the District to dismiss students from the school, unit members shall not be required to remain in the building. Instead, the District may assign unit members to other instructional activities.

10.1.4 CAL-OSHA

To the extent required by law, the District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating to the Act (California Code of Regulations, title 8, section 330, et. seq.)

10.1.5 District Safety Committee

The District shall establish a District Safety Committee. The District Safety Committee shall annually review the District Safety and Emergency Preparedness Plan. In addition, the District Safety Committee shall study and make recommendations for improving the District's Injury Prevention Program (see Labor Code Section 6401.7). The District's Safety and Emergency Preparedness Plan shall include but not limited to the following: responding to suspicious persons on the worksite, and responding to fire, earthquake, flood, evacuation, emergency closings, lockdown orders, and other emergency situations. GTA shall have the right to appoint two bargaining unit members to serve on the District Safety Committee. The GTA bargaining unit members shall be provided reasonable release time to attend District Safety Committee meetings. The GTA bargaining unit members shall have one less extra activity duty as described in Section 12.8.2 and/or evening meetings as described in Section 12.10. The District Safety Committee shall develop a plan to communicate the District's Safety and Emergency Preparedness Plan to all GTA bargaining unit members.

10.1.6 Site Safety

Administration shall annually review site safety, health, and emergency protocols with unit members within the first 30 days of instruction. Unit members may provide feedback to a site administrator or designee on unique site issues.

10.1.7 Emergency Supplies

The District shall provide each school site and work location with basic first aid supplies and an inventory list of the supplies being provided. The District shall provide other emergency items which may be unique to a work location. All mobile emergency supply kits shall be checked and verified annually.

10.1.8 Indoor Air Quality

The District and GTA bargaining unit members shall comply with California laws and regulations covering indoor air quality.

10.1.9 Notice About Planned Construction

When the District is planning maintenance work or construction that may disrupt the learning environment, the District shall notify the school site at least five (5) work days prior to any planned maintenance or construction.

10.1.10 Rodents, Pests, and Insects

The District shall make a good faith effort to prevent unwanted rodents, pests and insects on school grounds and facilities. If EPA registered pesticides are used that require the District provide notice to parents, the District shall provide notice at the school site of the same information at least 72 hours in advance of the use at the site. The District shall apply EPA registered pesticides only at times when unit members and pupils are not present, allowing sufficient time for the effects to wear off before humans re-enter the affected area.

10.1.11 Unit Member - Administrator Designee

Annually, no later than the end of the third week of instruction, the site administrator shall designate in writing one unit member as the Administrator Designee and forward this information to the Association. In a prominent place at the site, the site administrator shall post the written designation including the name and contact for the Administrator Designee.

Whenever an emergency occurs and no administrator is present at the school site, the Administrator Designee shall be responsible for making necessary decisions and directing unit members during that emergency. No unit member shall be required to accept the designation as the Administrator Designee nor asked to fill this role unless there is compensation. A site based Administrative Designee who is serving in the capacity of principal cannot serve as the administrator designee as used by IDEA.

Each school site shall be allocated $500 total for compensation from the District to be paid to the Administrative Designee based on the non-instructional rate for services performed as the assigned Administrator Designee for that school site. The unit member shall submit a time claim to the site administrator who will process it.

10.2 Unit Member Protection

10.2.1 Telephones at Work Sites

The District shall provide telephone service for each school site and work location. Each classroom shall have a telephone with an outside line. Each classroom shall have a functioning speaker (i.e. PA speaker, wall mounted or via telephone).

Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation.

10.2.2 Student Assault or Attack on Unit Member

Whenever any unit member is attacked, assaulted, or physically threatened by any student, the unit member shall promptly report the incident to the site administrator, and the unit member and the site administrator shall promptly report the incident to the appropriate law enforcement authority as required by Education Code Sections 44014 and 48902.

10.2.2.1 Reimbursement

The District shall reimburse unit members for any and all damage to personal property, including repair or replacement costs, up to $1000 per unit member per year as a result of assault. The unit member shall provide receipts for repair or replacement costs prior to receiving reimbursement from the District.

10.2.3 Disclosure of Student Discipline

As required by Education Code Section 49079, the District shall inform unit members in writing or through the electronic student information system (i.e. Aeries), prior to the first day of instruction, of each student who has engaged in or is reasonably suspected to have engaged in any of the acts described in any of the subdivisions, except subdivision (h) of Section 48900, Sections 48900.2, 48900.3, 48900.4, or 48900.7. The District shall provide the information to unit members for the previous three school years based on any records that the District maintains in the ordinary course of business or receives from the law enforcement agency. Any information received by a unit member pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member. The District shall provide this information electronically by allowing unit members in grades K-12 to have computer access to their own student discipline records in the District's database at the beginning of the 2014-2015 school year.

10.2.4 Site and District Disciplinary Plan

No later than two (2) work days after the unit members return to work, the District shall give each unit member a copy of the school site's discipline plan and procedures. Copies may be provided electronically. No later than two (2) work days after the unit members return to work, the site administrator or designee shall review with site unit members the school's approved discipline plan and procedures. Each unit member shall read and enforce the school's plans.

10.2.5 Unit Member's Suspension of Student From Class

A unit member may suspend any student from the unit member's class for any of the acts enumerated in Education Code Sections 48900 and 48910 for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrator or the site administrator's designee. The unit member shall send the student to the administrator or the site administrator's designee for appropriate action. As soon as possible (ideally within one work day), the unit member shall ask the student's parents or guardians to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The student shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the unit member who suspended the student and the administrator. The student will not be placed in another regular class during the period of suspension. Copies of Education Code Sections 48900 and 48910 respectively are attached as Appendices L and M.

10.2.6 Unit Member's Role in Suspending Student From School

When a unit member believes a student should be suspended from school or expelled for violating District or School Rules, the unit member must complete a student referral form and submit it to the site administrator. On the referral form, the unit member must include prior attempts to correct the student's behavior. The District shall provide forms that are in NCR format so unit members may retain a copy. The site administrator shall determine whether suspension from school or other disciplinary action is appropriate. Within five (5) work days, the site administrator shall provide the unit member with a copy of the referral form showing the site administrator's disposition of the referral.

10.2.7 Discipline of Student with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

Students with disabilities may be removed from the classroom for up to ten (10) school days for any violation of a school code or conduct, in the same manner and to the same extent that a non-disabled student would be. A manifestation determination must be conducted within ten (10) school days to determine if the behavior was the result of the child's disability or the direct result of the local educational agency's failure to implement the IEP. If the behavior is deemed to be a manifestation of the disability and the student is removed from the classroom for more than ten (10) school days, the District must conduct a behavioral assessment or modify the existing Behavior Support Plan.

10.2.8 Medical Services to Medically Fragile Students

Unit members shall not be required to provide medical services for which they are not trained or credentialed/licensed.

10.2.9 Work for Students on Suspension or Students Suspended Pending Expulsion

The teacher of any class from which a student is suspended may require the suspended student to complete any assignments and tests missed during the suspension (Ed. Code 48913).

Upon the request of a parent, a legal guardian or other person holding the right to make educational decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays the homework that the student would otherwise have been assigned. Unit members shall provide the homework within one work day after the request unless the unit member is provided release time to provide the work more urgently. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class (Ed. Code 48913.5).

The District's Expulsion Coordinator or site administrator shall make arrangements with unit members to provide students pending expulsion with work. If a unit member coordinates the work between teachers and the student pending expulsion, the coordinating unit member will be compensated at the same rate as a Home Hospital teacher. Unit members shall only provide work upon written request from the student or parent. (Ed. Code 48913)

10.2.10 Parent Involvement and Classroom Visits

Unit members shall require parents, guardians, or other adults to check in at the school site's main office and to comply with District policy when observing a

classroom or visiting a school site. Parents who wish to observe a classroom must provide twenty-four (24) hours notice to the unit members, unless the unit member and parent(s) have a previous arrangement.

10.2.11 Adult Behavior Interfering With Instruction

If a unit member observes an adult disturbing, interfering with, or disrupting a class or instructional activity, the unit member shall report the incident to the site administrator.

If a unit member believes that an adult is harassing a unit member, the unit member shall report the facts to the site administrator. The site administrator or an appropriate District administrator shall take reasonable action as permitted by District policy and the law. (See Education Code Sections 32210 and 32211, Penal Code Section 626.7, and Code of Civil Procedure Sections 527.6 and 527.8) District actions mandated by the statutes in this section shall not be subject to review by an arbitrator or subject to the grievance procedure in Article 8 of this Agreement.

10.3 Reimbursement For Loss To Personal Property Used For Instructional Purposes

10.3.1 During the term of this Agreement, the District will establish a program for reimbursement for loss or damage to unit members' personal property used for instructional purposes.

10.3.2 The maximum reimbursement for this program shall be ten thousand dollars ($10,000) per year for the entire bargaining unit, and five hundred dollars ($500) per unit member per year.

10.3.3 In order to qualify for reimbursement, the unit member must:

(1) demonstrate that the loss is due to theft, fire, water, or vandalism at the school site, and is not due to the unit member's negligence.

(2) obtain prior approval from the site administrator in writing regarding:

- the use of equipment and/or property for instructional purposes;
- the estimated value and description of the equipment and/or property;
- the period of time the equipment and/or property is expected to be on the site;

(3) file or assist in filing any necessary police reports.

10.4 Legal Action Against Parents For Willful Student Misconduct

If a student cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to unit member, the unit member may submit a written request that the District take legal action against the student's parents or guardians (Ed. Code 48905). The District shall make a cost/benefit analysis and decide whether to exercise the rights provided to the District by Education Code Section 48905. The District's exercise of its discretion under this section of the Agreement shall not be subject to review by an arbitrator and shall not be subject to the grievance procedure in Article 8 of this agreement. Nothing in this Agreement shall prevent a unit member from taking appropriate legal action on his/her own.

10.5 Pupil Transportation

No bargaining unit member shall be required to transport pupils in private vehicles.

No bargaining unit member shall be required to transport pupils in a vehicle owned by the District.

ARTICLE 11: CONSULTATION

11.1 The District, or as delegated to designated program or site administrators, shall consult with GTA on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

11.2 The District, or its delegates, shall give written notice to GTA that action on any matter on which GTA has the right to consult, as defined in Section 11.1, or on matters on which the District wishes to consult, is being considered. Such notice shall be submitted to GTA at least five (5) work days prior to any formal action by the District or Board.

11.3 GTA may exercise its right to consult on the proposed action by requesting consultation.

11.4 Should GTA exercise its rights to consult, both parties shall meet to exchange information, options, proposals, and recommendations freely and to make a good faith effort to reach a resolution of the matter under consideration.

ARTICLE 12: HOURS AND DAYS OF WORK

12.1 Work Day

All unit members shall be present at the school site for a period of time sufficient to carry out all professional duties and responsibilities of the unit member's assignment. Professional duties include, but are not limited to, reporting to the work site not less than 15 minutes before the start of the student instructional day, collaborating with colleagues, helping or conferencing with one or more students, conferencing with parents, participating in meetings as specified in Section 12.9, and planning. Unit members are entitled to a duty-free lunch period as defined in Section 12.5.

12.1.1 Mt. Madonna Continuation High School Professional Day

The professional day at Mt. Madonna Continuation High School shall be from 8:00 am to 2:30 pm and shall include a preparation period at the end of the student instructional day. The duty-free lunch will be from 1:30 pm to 2:00 pm so that the unit members may help supervise the student lunch period earlier in the day.

12.1.2 TJ Owens Early College Academy Professional Day

Due to the unique nature of the TJ Owens Early College Academy, the professional day at TJ Owens Early College Academy shall be from 8:30 am to 4:00 pm.

12.2 Starting And Ending Times

12.2.1 Regular School Day

The District may establish starting and ending times for each school site and work site. No unit members, except for unit members assigned to the TJ Owens Early college Academy, shall be assigned to teach classes that extend beyond 7.5 hours per day. No unit members at the TJ Owens Early College Academy shall be assigned to teach classes that extend beyond 8 hours per day.

12.2.1.1 Change in Regular School Day

The District shall consult with GTA before implementing a decision to change the start or end time for a school or work site.

12.2.2 After School Services

Whenever the District offers training after school, the District will compensate participating unit members at the non-instructional rate specified in Section 23.7.2. To facilitate the use of technology, the site administrators may ask for volunteers to assist other unit members with technical issues and instructional issues related to technology. Each site may provide $1,000 in order to compensate volunteers. Each site may determine the number of volunteers needed and equitably distribute the $1,000. Whenever the District offers an after school program, the District will compensate participating unit members at the instructional rate specified in Section 23.7.1. Compensation will begin fifteen (15) minutes after the end of the student instructional day, except for Wednesdays at elementary schools, when compensation will begin at 3:00.

12.2.3 Zero-period / 7th period Assignment

Any teacher teaching a period scheduled before the start of the regular school day shall not be required to teach the last period of the regular school day (or beyond) and any teacher teaching a period scheduled after the end of the regular school day shall not be required to teach any period before the start of the regular school day or the first period of the regular school day. This language shall not apply to itinerant teachers.

The District shall seek volunteers, pursuant to article 17.3.6 and 17.5.2.2 before involuntarily transferring or assigning a unit member to a period that starts before the regular school day or a period scheduled after the end of the regular school day.

12.3 Unit Member/Student Contact Minutes for Each School Year

Each school year, the school calendar shall include regular student instructional days, adjusted student instructional days, and minimum student instructional days. The annual number of unit member/student contact minutes in the classroom shall not exceed the following:

Grade Levels	Unit Member/Student Contact Minutes
Grades: Transitional Kindergarten, Kindergarten, 1st - 3rd	50,688
Grades: 4th - 5th and Preparation Period Teachers	54,528
Grades: 6th – 8th	58, 067
Grades: 9th – 12th	55,133

A more detailed chart illustrating the annual unit member/student contact minutes is attached as Appendix G and incorporated into this Agreement.

12.3.1 Unit Member/Student Contact Minutes On A Regular Student Instructional Day

12.3.1.1 Grades Transitional Kindergarten - 3rd

On each regular student instruction day, unit members assigned to Grades Transitional Kindergarten - 3rd classrooms shall instruct students in the classroom for 293 minutes.

12.3.1.2 Grades 4th - 5th

On each regular student instruction day, unit members assigned to Grades 4th - 5th classrooms shall instruct students in the classroom for 318 minutes.

12.3.1.3 Grades 6th - 8th

On each regular student instruction day, unit members assigned to Grades 6th - 8th shall instruct students for no more than 315 minutes. Passing time shall be included in the 315 minutes. The District shall assign unit members to teach the equivalent of six periods per day.

12.3.1.4 Grades 9th -12th

On each regular student instruction day, unit members assigned to Grades 9th - 12th shall instruct students for 371 minutes. Passing time shall be included in the 371 minutes. The District shall assign unit members to teach the equivalent of five periods per day. Each comprehensive high school may create a schedule that is a combination of traditional scheduling and block scheduling.

12.3.2 Unit Member/Student Contact Minutes on the Last Instructional Day

The last student instructional day of each year shall be a minimum student instructional day. On the last student instructional day of each year, the district shall reduce the student instructional minutes below the numbers specified in this section. All unit members may leave after dismissal, provided they have completed the checkout procedures for that site. Dismissal times shall be staggered so that elementary schools are released first, followed by middle school, then high school. No unit member shall be denied the right to sign out for the year on the last instructional day.

12.3.2.1 Grades Transitional Kindergarten - 3rd

On the final student instructional day of each school year, unit members assigned to grades Transitional Kindergarten - 3rd shall instruct students in the classroom for 170 minutes.

12.3.2.2 Grades 4th - 5th

On the final student instructional day of each school year, unit members assigned to grades 4th - 5th shall instruct students in the classroom for 180 minutes.

12.3.2.3 Grades 6th - 8th

On the minimum student instructional day scheduled for the final student instructional day of each school year, unit members assigned to grades 6th - 8th shall instruct students in the classroom for no more than 250 minutes.

12.3.2.4 Grades 9th -12th

On the minimum student instructional day scheduled for the final student instructional day of each school year, unit members assigned to grades 9th -12th shall instruct students in the classroom for no more than 260 minutes.

12.3.3 Unit Member/Student Contact Minutes On An Adjusted Student Instructional Day

12.3.3.1 Grades Transitional Kindergarten - 3rd

On each adjusted student instructional day, unit members assigned to grades Transitional Kindergarten - 3rd shall instruct students in the classroom for 250 minutes and shall spend a comparable number of minutes on campus as other unit members do.

12.3.3.2 Grades 4th - 5th

On each adjusted student instructional day, unit members assigned to grades 4th -5th shall instruct students in the classroom for 260 minutes. To equitably provide preparation periods, the District shall rotate the blocks of preparation time each school year whenever possible.

12.3.3.3 Grades 6th – 8th

On each adjusted student instructional day, unit members assigned to grades 6th -8th shall instruct students in the classroom for no more than 285

minutes.

12.3.3.4 Grades 9th – 12th

On each adjusted student instructional day, unit members assigned to grades 9th -12th shall instruct students in the classroom for no more than 260 minutes.

12.3.3.5 Friday before Memorial Day

Dismissal time on the Friday immediately preceding Memorial Day weekend shall be no later than 12:30 p.m. district-wide, including pre-school.

12.4 Preparation Time

Unless the unit member is leaving the campus for a school related activity and has appropriately notified the site administrator or designee, the unit member shall remain on site during the preparation period.

12.4.1 Grades Transitional Kindergarten - 5th Preparation Time

Full-time unit members assigned to transitional kindergarten - 5th grade classrooms shall have a duty-free preparation period one day a week (Wednesday) on which students are released early. Preparation time for this article shall last 1.5 hours and begin after the instructional day has ended. Although no mandatory District directed meetings shall be scheduled after 3:00 p.m., unit members may voluntarily participate in meetings scheduled after 3:00 p.m.

12.4.2 Grades 4th - 5th Preparation Time

In addition to the preparation time described in Section 12.4.1, full-time unit members assigned to a grade 4th - 5th classrooms shall have a minimum of a 60 minute block of preparation time per week. If scheduled preparation time is cancelled because both the appropriate specialist and a substitute are unavailable, or if a teacher is required to attend meetings, participate in safety drills, schedule parent conferences, or attend conferences for pre/post observations, the District shall compensate the unit member for the cancelled preparation at the instructional hourly rate stated in Section 23.7.1, Instructional Extended Duty Pay. A make-up schedule is created by the District to provide preparation time that is missed due to federal holidays or staff development days observed by the District. The make-up schedule shall be provided to unit members prior to the first day of instruction.

On Parent Conference Days, described in Article 12.7.1, the District shall equitably divide the preparation time minutes between the 4th and 5th grade teachers.

If the unit member misses preparation time because the unit member must administer state-required student testing, the District shall compensate the unit member for the cancelled preparation at the hourly rate stated in Section 23.7.1, Extended Duty Pay.

To be eligible for the compensation described in this section, the unit member must sign and submit the loss of the preparation period to the site administrator on the appropriate District form.

12.4.3 Use of Wednesday Preparation Time

The District shall not require teachers in grades transitional kindergarten - 5th to attend meetings, schedule parent conferences, or attend conferences for pre/post observations during planning time except in cases where there is no alternative to meeting a legal requirement.

For transitional kindergarten - 5th unit members, the District shall make every effort not to schedule any IEP or 504 meetings on Wednesdays.

12.4.4 Grades 6th - 8th Preparation Time

All full-time unit members assigned to a 6th - 8th classroom shall have the equivalent of one duty-free preparation period per day. The preparation period shall be the length of a regular student period.

12.4.5 Grades 9th - 12th Preparation Time

All full-time unit members assigned to a 9th - 12th classroom shall have the equivalent of one duty-free preparation period per day allocated over a two week period in a Traditional Schedule, a combination of a Traditional Schedule and an A/B Alternating Block Schedule, and/or an A/B Alternating Block Schedule. The preparation period shall be the length of a regular student period.

12.4.6 Itinerant Unit Members

Annually, no later than the first report-back-to-work day, the District shall notify each itinerant unit member of the unit member's assigned school site(s). For unit members assigned to more than one school site, the District shall designate the school site where the unit member is assigned the greatest number of minutes per week as the unit member's primary school site. The site administrator at the unit member's primary school site shall be the unit member's primary evaluator (See Section 14.3.2). The District shall provide each itinerant unit

member with the same lunch and preparation time as the other unit members at the unit member's primary assigned school site.

12.4.7 Non-Instructional Personnel

Facilitators, librarians, counselors, academic coordinators, nurses, and other unit members not assigned to the classroom shall be provided with lunch and relief periods equivalent to that of unit members at their assigned school sites. Language-speech-hearing specialists and psychologists shall have a minimum of one-half day each week for the purpose of conferences and consultation time with other language-speech-hearing specialists and other psychologists and for report writing.

12.4.7.1 - Literacy Facilitator Preparation Time

Beginning in 2025-26, full-time unit members assigned as Literacy facilitators shall have a duty-free preparation period one day a week (Weds) on which students are released early. This hour and a half (1.5 hours) block of on-site preparation time shall be from 1:30 p.m. to 3:00 p.m. Although no mandatory District directed meetings shall be scheduled after 3:00 p.m., unit members may voluntarily participate in meetings scheduled after 3:00 p.m.

12.4.8 Elementary Music, Art, and P.E. Specialists

Elementary Music, Art, and P.E. specialists shall instruct students during the Grades 4-5 Preparation Time described in Section 12.4.2, assist 4-5 grade teachers with student teaching, and substitute for 4-5 teachers while the 4-5 teachers are testing individual students or preparing materials and perform other teaching duties at the site administrator's request. Elementary Music, Art, and P.E. specialists shall teach no more than 40 sections per week and shall report to the work site not less than 15 minutes before the start of the student instructional day. Elementary Music, Art, and P.E. specialists shall receive the equivalent of one hour of prep time per week and shall be entitled to the duty-free lunch described in Section 12.5. During the pre-service days each school year, the District shall consult with the elementary Music, Art, and P.E. specialists, site principals, and the 4-5 grade teachers about the configuration of the Preparation Period schedule. The District shall assign each elementary Music, Art, and P.E. specialist one site administrator as the Teacher's primary evaluator.

12.4.8.1 Principals shall not request meeting with Music, Art, and P.E. specialists to return to the school site after leaving the school site for the day. Neither shall they request meetings which require the specialist to come to the school sites on days when they are not normally scheduled at that site.

12.4.9 Elementary and Middle School Resource Specialists

Elementary and middle school Resource Specialists shall provide special education services to students four days per week. Elementary and middle school Resource Specialists shall not be required to provide direct special education services to students one day per week so that one day per week can be dedicated to completing assessments of students and paperwork related to the duties of the Resource Specialist. The Principal and Resource Specialist shall jointly develop a schedule to determine which day shall be used to complete student assessments and other paperwork related to the duties of the Resource Specialist.

If a unit member determines a distribution of this day into multiple days is more effective, this Article can be adjusted to meet the needs of unit members with mutual consent of the unit member and site administrator. Any agreement will be reduced to writing.

With written approval of the site principal, unit members may be provided with up to 4 release days per year to complete legally required documents, hold IEP meetings, and conduct assessments.

12.4.10 Comprehensive & Continuation High School Resource Specialists

Resource Specialists at the comprehensive and continuation high school shall have two preparation periods.

With written approval of the site principal, unit members may be provided with up to 4 release days to complete legally required documents, hold IEP meetings, and conduct assessments.

12.4.11 Special Day Classroom Teachers and Speech and Language Pathologists

With written approval of the site principal, unit members may be provided with up to 3 release days per year to complete legally required documents, hold IEP meetings, and conduct assessments.

12.5 Duty-Free Lunch

The TK-8 duty-free lunch period shall be 45 minutes. The District shall schedule for 9-12 unit members a daily duty-free lunch period of no less than 30 minutes. On unit member duty days when students are not scheduled to be present, unit members and the Site Administrator may mutually agree to a duty-free lunch period of no longer than one hour and no less than thirty minutes.

12.6 Parent And District Communications

Each unit member has the responsibility to offer all parents the opportunity for face-to-face communication regarding student achievement/progress on an ongoing basis throughout the school year. A unit member is not expected or required, however, to hold a face-to-face conference for all parents. Parent communication may be accomplished by use of telephone calls, e-mail, or letters. No unit member shall be required to develop a web site, newsletter, or calendar to communicate with parents. No unit member shall be required to accept parent volunteers. If a unit member uses parent volunteers, the unit member shall control the schedule

Unit members shall listen to District voice mail and check the unit member's District provided mailbox each day. In addition, if the District is providing e-mail and internet access in the unit member's classroom, the unit member shall check District e-mail daily. Unit members shall return parent telephone calls and respond to e-mail messages within two school days after the parent sends the message or leaves a voice message. Unit members shall keep a log of parent contact and make it available to the site administrator when circumstances warrant it.

District communication (oral, written or electronic) regarding non-reelection, formal discipline or any change of assignment, transfer or reassignment as defined in Article 17 shall occur after the school day unless deemed necessary by mutual consent between the District and the unit member or extreme/unusual conditions make this type of communication necessary. If the District determines extreme/unusual conditions require communication within or before the school day, the District shall consult with a member of the GTA Executive Board before this communication is delivered.

Unit members shall be responsible for scheduling their own meetings with parents. Counselors and Academic Coordinators shall be responsible for scheduling formal Student Study Team meetings and 504 meetings that require the attendance of all the student's teachers. Notice to the teachers shall be at least one work week in advance. If a teacher is unable to attend, the teacher shall provide written information on the student's academic performance and other relevant information. The teacher may contact the parents by phone at teacher discretion or parent request.

12.7 Grades Transitional Kindergarten - 8th Parent Conference Days

12.7.1 Meetings on Parent Conference Days

On Parent Conference Days, the District agrees not to schedule a District Directed Site Meeting (See Section 12.9.1). Similarly, GTA agrees to waive Sections 4.8 on Parent Conference Days. Because the District is not scheduling District Directed Site Meetings, and GTA is waiving Section 4.8 on Parent Conference Days, unit members will have more flexibility in scheduling parent conferences.

Parent conferences will take place once a year in the fall.

There shall be five (5) TK-5 student conference days in the fall. Dismissal time will be 1:30.

12.7.2 Grades 6th - 8th Parent Conference Days

At least one month before parent conferences, the site administrator and staff may mutually agree to schedule parent conferences on one evening of the Parent Conference Days. Evening parent conferences shall be scheduled to end no later than 6:30 p.m. All other conferences on Monday, Tuesday, Wednesday, and Thursday shall be scheduled from 2:00 to 5:00 p.m. and conferences on Friday shall be scheduled from 2:00 p.m. to 4:00 p.m. unless a unit member offers to schedule a parent conference at other times. If the staff at a site wishes to change the schedule, they may design a different schedule and vote for a contract waiver as specified in Article 22.

12.8 Adjusted Duties.

12.8.1 Limitation on Duties

Except for the night of parent conferences scheduled according to Section 12.7, evening meetings described in Section 12.10, District-directed meetings, and emergencies, unit members may not be required to participate in teaching-related duties that extend beyond the work day. This provision does not preclude unit members from voluntarily participating in meetings or parent-participation activities being scheduled at times that extend beyond the work day. In recognition of the extra time required of unit members participating in a teacher induction program, the District will limit their duties and responsibilities to their teaching assignments as much as possible.

12.8.2 Grades 6th - 12th Extracurricular Activities

In addition, secondary unit members, excluding Academic Coordinators, will be individually required to supervise no more than four (4) teacher duties of their choice, such as, but not limited to: athletic events, dances, club supervision, fine art(s) performances, or class advisors. At the site level a determination shall be made to weight such duties. The site administrator may assign needed coverage to unit members who have not chosen four (4) teacher duties. The number of hours for all duties shall not exceed nine (9) hours per year. These duties will be equitably assigned at each site. The Extracurricular Activities described in this section shall not include any Extra Duty described in Section 23.4 and listed in Appendix D. Unit members participation in any approved teacher induction program shall not be required to complete teacher duties as defined in Article 12.8.2 for up to two years.

12.8.3 Elementary Yard/Recess Duty

Each site administrator shall equitably assign unit members to yard/recess duty. Bus duty and duty for parent drop-off/pick-up shall not be required.

12.8.4 Committees

The Site Leadership Team will survey the staff to determine which site committees will be formed during each year, and the level of participation on each committee. Both District and site committee involvement, including ELAC meetings, shall be voluntary and may qualify for an alternative evaluation.

The District and each site shall provide a list of ongoing committees such as DELAC, GATE Advisory, District Health Council, etc. to the Association each year no later than September 15. The Association shall have the right to appoint certificated representatives beyond the normal membership.

The site administrator may ask for volunteers to serve as grade level leaders for the purpose of improving communication. Each member of each grade level shall have the opportunity, but preference shall be given to those with permanent status and/or more than two years experience. Volunteers may use their service as grade level leaders as an alternative evaluation with the consent of the primary evaluator.

12.8.5 Academic Coordinators (9-12)

At the request of the site administrator, Academic Coordinators will supervise students at the students' lunch and brunch breaks. Beginning December 1, 2023, certificated unit members, other than Academic Coordinators, may volunteer to cover lunch or brunch breaks and be compensated at the non-instructional rate. If there is no volunteer coverage, no more than two Academic Coordinators will supervise students during lunch or brunch breaks. Academic Coordinators will take their breaks and lunches at a time other than students' lunches and brunch breaks. Beginning January 1, 2024, Academic Coordinators may be assigned the task of supervising extracurricular activities for no more than thirty (30) hours per year.

Unless there is an emergency, notice of this supervision will be given at least 48 hours in advance of the event. Academic Coordinators may be requested to attend weekly campus supervision meetings.

At Gilroy High School and Christopher High School, the rotation for lunch and break coverage shall include assigning an Academic Coordinator to be available to provide services to students during the lunch and brunch breaks.

12.9 Responsibility For Meetings

12.9.1 District Directed Site Meetings

District-directed site meetings shall include, but not be limited to, 6-12 department meetings, District and site facilitator meetings, general staff meetings, and site and District staff development. The site administrator may schedule staff development for a group of unit members and/or for the entire site staff. District-directed site meetings shall be limited to three meetings per month. No one meeting shall be longer than 75 minutes. District-directed meetings on pre-service days shall not be included in the District-directed site meetings. Each site shall develop a meeting protocol to maximize the effectiveness and efficiency of the meetings. Department chairs shall participate in one additional department chair meeting per month.

Agendas for staff meetings shall be distributed to unit members by the start of each staff meeting. Unit members shall be entitled to request that additional agenda items be added. The Association shall have the right to request time either before or after each staff meeting.

12.9.2 Unit Member Directed Site Meetings

In addition to the District-directed site meetings, unit members shall plan, schedule, and participate in unit member directed site meetings. Unit member directed site meetings shall include, but not be limited to, grade level planning and preparation, collaboration between unit members, site collaborative planning, and participation in activities necessary for continuous improvement in student performance and implementation of appropriate instructional techniques and strategies. By consensus, unit members shall determine the time and place of unit member directed meetings. Unit members shall maintain minutes of the meetings, including attendance, but shall not be required to submit minutes of any of their meetings to the administration.

Unit members who teach two or more courses shall be required to attend the meetings for only one course. The unit member shall be responsible for obtaining the information missed in any collaboration meetings.

Facilitators shall not be required to attend unit member directed site meetings. Facilitators may attend and assist in the facilitation of unit member directed meetings when requested.

Unit members shall notify the site administrator of the time and place of unit member directed site meetings. The site administrator may attend and observe any unit member directed meeting.

12.10 Evening Meetings

An evening meeting shall be defined as any event scheduled to begin after 6:00 p.m. No unit member shall be required to make up a missed evening meeting if the unit member and site administrator agree to alternative arrangements for the dissemination of information to parents. If the site administrator does not agree, the site administrator or a designee shall be on campus during the evening meeting for safety reasons. All Back-To-School Nights shall be scheduled after the first day of instruction.

Transitional Kindergarten and Kindergarten Orientation will be held no more than three (3) workdays prior to the start of instruction. Unit members assigned to transitional kindergarten or kindergarten shall not be required to attend Back-To-School Nights.

12.10.1 Grades Transitional Kindergarten - 5th Meetings

Elementary unit members shall not be required to return in the evenings for teaching-related duties more often than twice per school year. For the purpose of this section, teaching related duties include curriculum nights, back-to-school, open house, and similar evening meetings.

12.10.2 Grades 6th - 12th Meetings

Secondary unit members shall not be required to return in the evenings for teaching related duties more often than once per school year. In addition, secondary unit members shall be required to attend end-of-the-year site graduation/promotion.

12.11 Substituting During Duty Day

12.11.1 Substituting During Preparation Periods in Middle Or High School

At the request of the site administrator, any unit member assigned to a middle or high school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The site administrator shall equitably distribute the substitute opportunities.

Volunteering unit members shall be compensated for substitute teaching during their prep period at the instructional rate of pay established in Section 23.7.1 of this Agreement. The unit member shall submit a time claim to the site administrator who will process it.

12.11.2 Substitute Unavailable In Elementary School

When a unit member assigned to an elementary school is absent and no substitute teacher is available, other unit members at the site may be required to temporarily include additional students for one or more hours per day. Unit members required to accept one to five extra students will be compensated $50 per day. Unit members required to accept more than five additional students for an hour or

more shall be compensated for each hour prorated at the instructional rate of pay. This compensation shall be in addition to the $50 per day. The unit member shall submit a time claim to the site administrator who will process it. The receiving teacher shall not be required to teach a different lesson than he or she is teaching for his or her own students. Students in Special Day Classes shall not be temporarily reassigned due to a lack of substitute availability.

When the district mandates training for teachers and there aren't enough subs, and the teacher must return to school, the teacher shall be compensated for one hour at the non-instructional rate of pay. Unit members shall not be required to go to their site to check on substitute availability prior to attending a training or workshop. Unit members shall be required to call their site to check on the availability of a substitute the day before attending a training or workshop.

When an elementary school unit member not assigned to a classroom at an elementary school is required to substitute in a classroom during the unit member's preparation time, the unit member shall be compensated for each hour prorated at the instructional rate of pay. Elementary school facilitators required to substitute in a classroom shall be compensated for each hour prorated at the instructional rate of pay. The unit member shall submit a time claim to the site administrator who will process it.

12.11.3 Substitute Unavailable In Middle And High School (P.E.)

If a unit member assigned to teach a physical education class agrees to combine two classes of physical education students, the unit member shall be compensated at the instructional rate of pay defined in Section 23.7.1. In addition, the combined class shall be assigned a campus supervisor.

12.12 Work Year

The placement of unit members' duty days and the work calendar shall be negotiated as described in Section 12.14 and attached as Appendix H to this Agreement.

12.13 Work Days

12.13.1 Returning Unit Members

For returning unit members, except for nurses, psychologists, counselors, program specialists and academic coordinators, the work year shall include 186 work days, 180 of which shall be instructional days. The District shall not schedule District-directed meetings on one of the two pre-service days.

For returning unit members who are classified as psychologists, counselors, and program specialist, the work year shall include ten (10) work days beyond the

classroom teacher work year, for a total of one hundred and ninety-six (196) work days.

For returning unit members who are classified as Academic Coordinators, the work year shall include thirteen (13) work days beyond the classroom teacher work year, for a total of one hundred and ninety-nine (199) work days.

Beginning in the 2022-2023 school year, for returning unit members who are classified as nurses, the work year shall include two (2) work days beyond the classroom teacher work year, for a total of one hundred and eighty-eight (188) work days. These additional days shall be beyond the classroom teacher work year and shall be compensated at the unit members per diem rate.

The work year for the High School Athletic Directors and Athletic Trainers will be extended by 13 additional days at their per diem rate. The Athletic Directors and Athletic Trainers will work with the High School Principal at each site to determine the work calendar related to this position. The Athletic Director and Athletic Trainer position would remain on the Salary Schedule for 186-day unit members.

12.13.2 Newly Employed Unit Members

For newly employed unit members, except psychologists, counselors, program specialists and Academic Coordinators, the work year shall include 188 work days, 180 of which shall be instructional days, and two additional pre-service days. Unit members may qualify to work additional days as described in Article 15: Class Size. The District shall not schedule District-directed meetings on one of the four pre-service days.

For newly employed unit members who are classified as psychologist, counselors, program specialists, the work year shall include ten (10) work days beyond the classroom teacher work year, and two additional pre-service days for a total of one hundred and ninety-eight (198) work days.

For newly employed unit members who are classified as Academic Coordinators, the work year shall include thirteen (13) days beyond the classroom teacher work year, and two additional pre-service days for a total of two hundred and one (201) work days.

The work year for the High School Athletic Directors and Athletic Trainers will be extended by 13 additional days at their per diem rate. The Athletic Directors and Athletic Trainers will work with the High School Principal at each site to determine the work calendar related to this position. The Athletic Director and Athletic Trainer position would remain on the Salary Schedule for 188-day unit members.

12.14 Record Keeping Day

One of each unit member's duty days shall be scheduled as a non-instructional, record-keeping day. The record-keeping day for middle and high school unit members shall be scheduled after the end of the first semester each school year. The record-keeping days for elementary unit members shall be scheduled near the end of the school year.

12.15 Staff Development Program

12.15.1 GTA acknowledges the importance of ongoing professional development in order for unit members to enhance their instructional skills and to become informed about changes in pedagogy and subject matter (BP 4131). GTA also acknowledges the Governing Board's right to establish the District's mission. GTA agrees that the District's staff development program should be aligned with district priorities for student achievement, and school plans as approved by the School Site councils and Board.

12.15.2 The District acknowledges that per Education Code 56240 and 56241(b), teachers shall comprise the majority of any group designated to design local staff development. The District will appoint the committee members and GTA will appoint one member. Participation on the committee is voluntary. Participants shall be paid at the non-instructional rate described in 23.7.2. In accordance with 12.15.1, GTA acknowledges that the District shall determine the topic for staff development, but the committee shall design the program and implementation. Prior to the beginning of any staff development plan for the school year, the District shall consult with GTA on the composition of the groups responsible for the development of the plan, the goals of the plan, the timeline for its implementation, and the compensation and/or release time for contributing members.

12.15.3 The District and GTA agree to jointly evaluate the effectiveness of the staff development by surveying all unit members prior to the end of the school year and jointly report those results to the Board of Education. The survey shall be completed during a staff meeting no later than March 15 to allow the analysis data for development of the Local Control Accountability Plan (LCAP).

12.16 Staff Development Days

Three of each unit member's duty days shall be scheduled as non-instructional staff development days as defined in Education Code Sections 44579-44579.4. All full and part-time unit members must attend all three days of staff development. Part-time and shared contract unit members shall be paid their per-diem rate for attendance beyond their contract. Each staff development day shall last as long as the usual work day, i.e. seven and one-half (7 ½) hours, including a 60 minute lunch. With the mutual agreement of the District and GTA, any staff development day may be scheduled over several different days as long as the total number of staff development hours does not exceed seven and one-half (7 ½) hours per day.

12.17 Staff Development (Adjusted Days)

The District may schedule Adjusted Student Instructional Days each school year for staff development. Staff development shall take place between the end of the Adjusted Student Instructional Day and the end of the Regular Student Instructional Day. On Adjusted Student Instructional Days, the staff development time between the end of the Adjusted Student Instructional Day and the end of the Regular Student Instructional Day shall not count as a District-Directed Site Meeting as defined in Section 12.9.1. A chart illustrating this section is attached as Appendix F.

At the end of the staff development, unit members may leave.

12.18 Travel Time

The schedule for unit members required to travel to and from one school or work site to another within the District shall include a minimum of 30 minutes travel time. Unit members shall not be required to travel during that unit member's 30 minute duty-free lunch. The District agrees to make every effort to schedule itinerant teachers in such a way as to minimize trips between schools. Unit members who have a regular travel schedule shall consult with Human Resources to reach agreement on the miles traveled. If there is a disagreement, the District shall have the final determination. The District shall compensate such unit members at the IRS mileage reimbursement rate. The District shall not require the unit members to submit a claim, but shall include the compensation in each pay warrant. (See Article 23.14) It is understood that the income received for miles traveled is taxable income.

12.19 Calendar

12.19.1 Calendar Advisory Committee

A Calendar Advisory Committee comprised of up to five representatives of GTA, the District administration, and other bargaining units in the District shall be established to make recommendations for school calendars. GTA and the District shall negotiate as to the calendars for the subsequent school year(s). The resulting calendar(s) shall be attached as Appendix H.

12.19.2 Calendar Adoption

The District and the GTA acknowledge the Governing Board's right to establish the student instructional calendar. The District and GTA acknowledge GTA's right to negotiate about unit member's duty days.

12.20 After School Programs

12.20.1 Equitable Distribution of After School Program Classroom Space

Each site administrator shall equitably assign classroom space for Power School after school program as to minimize the impact on any one or any group of unit members. An annual calendar indicating the room numbers and times of after school programs shall be provided to affected unit member no later than 10 work days from the start of the academic school year.

12.20.2 Preparation Time for After School and Before School Instruction

Unit members who provide District-approved extra duty instruction during after school or before school hours shall be compensated one (1) hour of preparation time at the non-instructional rate of pay as defined in Section 23.7.2 for every four (4) hours of Instructional Duty provided. The non-instructional compensation in this section shall be prorated to account for each single hour of instructional duty in no smaller than quarter-hour increments of non-instructional compensation.

12.21 Compensation for Staff Development

12.21.1 The District will provide compensation to unit members who voluntarily provide direct assistance to District curriculum or staff development projects or other needs deemed necessary by the District provided such compensation is approved by the superintendent or his/her designee and site administrator in advance and services are required after 3:00 p.m. or on a non-duty day.

12.21.2 Compensation for Staff Development Services

The District shall seek volunteer unit members to present staff development to other unit members. Staff development presenters will receive compensation for hours of approved service at the non-instructional rate per hour for developing and the instructional rate per hour for delivering staff development programs. Staff development presenters will be compensated for up to two (2) hours of preparation time for a 3.5 hour presentation and up to 4 hours of preparation time for a 7.5 hour presentation.

12.21.3 Compensation for Staff Development Outside the Calendar Year

Participation in any Staff Development outside the regular calendar year is strictly voluntary.

Compensation for providers of staff development outside the regular 186-day

calendar year shall be compensated at the rates described in Article 12.21.2

Unit members who volunteer to participate in staff development outside the regular calendar year shall be compensated at the non-instructional rate described in Article 23.7.2.

The District shall notify the Association no later than ten (10) work days prior to staff development scheduled to take place outside the calendar year. The District shall send the Association the same communication that it sends to unit members who volunteer. No staff development shall take place on the two (2) pre-service days, or on the additional two (2) pre-service days new teachers are required to attend.

12.22 Compensation for IEP and 504 Meetings

Attending and participating in IEP and/or 504 meetings is part of the unit member's regular duties. If a unit member attends an IEP meeting or 504 meeting that continues 60 minutes past the end of the instructional day, the unit member shall be compensated at the non-instructional hourly rate, for each hour, or major fraction thereof, of attendance.

12.23 Short Term Independent Study

No unit member shall be required to submit work for a student on Independent Study. A unit may volunteer to submit work for a student on short term independent study. Short term is defined as five (5) to ten (10) work days. This is not to be confused with the District's formal Independent Study Program in grades 9-12.

12.24 Compensation for Nurses, Psychologists, Social Work Counselors, and Mental Health Therapists Responding to Emergency Situations

With prior authorization of the site administrator, when a nurse, psychologist, social work counselor, or mental health therapist responds to an emergency situation that continues 60 minutes past the end of the instructional day, the unit member shall be compensated for each hour prorated at the instructional rate of pay.

Emergency situations as defined in this article include, but are not limited to, injuries, fights, potential suicides or suicide ideation, and other unforeseeable situations that threaten the health or well-being of students. The unit member shall submit a time claim to the site administrator who will process it.

12.25 Lesson Plans

12.25.1 Elementary school unit members who create lesson plans for another absent unit member upon the request and authorization of an administrator shall be compensated two (2) hours at the non-instructional rate for each day of prepared lesson plans.

12.25.2 With the exception of High School Department Chairpersons, middle and high school unit members who create lesson plans for another absent unit member upon the request and authorization of an administrator, shall be compensated one (1) hour at the non-instructional rate for each day of prepared lesson plans.

12.25.3 Upon the request and authorization of an administrator, High School Department Chairpersons who prepare lesson plans for another absent unit member in excess of 10 work days for the same unit member, shall be compensated one (1) hour at the non-instructional rate for each day of prepared lesson plans.

ARTICLE 13: SUMMER SCHOOL

13.1 Decision To Offer Summer School

At its sole discretion, the District shall determine each fiscal year whether to offer students a summer school program. If the District decides to offer a summer school program, the District shall determine the summer school curriculum.

13.2 Applicability of Collective Bargaining Agreement

The terms and conditions of the following sections and articles of the collective bargaining agreement between the District and GTA shall apply to unit members teaching summer school:

Article 2: Recognition
Article 4: Association Rights
Article 5: District Rights
Article 7: Non-discrimination
Article 8: Grievance Procedures (See13.14)
Article 10: Safety
Section 14.5.1: Professional Teaching Standards Section 14.12: Personnel Files
Section 20.2: Shared Assignment Proposals Section 23.7: Extended Duty Pay
Article 30: Complaints Against Unit Members

13.3 Round One: Internal Candidates

13.3.1 Announcement Of Position To Internal Candidates

No later than April 15th of each school year, the District shall provide unit members with information about summer school employment opportunities. The information shall include the proposed summer school calendar, hours of work, locations, salary information, qualifications for the position, and an application form.

13.3.2 Round One: Internal Candidates Application

Within 10 days after the District distributes applications for summer school positions, a unit member may apply for summer school positions by personally delivering an original and one copy of the completed District application form to the Office of the Director of Human Resources. Upon receipt of the application, the District shall date stamp the original and copy of the application. The unit member shall retain the date stamped copy for the unit member's records, and the District shall process the original application.

13.3.3 Shared Contracts For Summer School

Unit members teaching summer school, including middle and high school summer school, desiring to share an assignment shall comply with the shared assignment provisions of Section 20.2. Shared assignment proposals must be mutually agreed upon by the supervising administrator and the affected certificated unit members. The unit members shall submit the proposal along with their application for summer school.

In the event that unit members must be released because student enrollment has changed or funding limitations exist, unit members may submit for approval a shared assignment proposal during summer school.

13.4 Round Two: Internal And External Candidates

13.4.1 Announcement To Internal and External Candidates

No later than May 10th of each school year, if there are not enough internal candidates to fill summer school positions, the District shall advertise summer school employment opportunities for external candidates. The advertisement shall include the proposed summer school calendar, hours of work, locations, salary information, specific qualifications for the position, and an application form.

13.4.2 Round Two: Internal And External Applications

To be considered, an external candidate must submit the completed District application form no later than May 15th. If an internal candidate was not selected during the first round of summer school employment for the upcoming summer school, the unit member may be considered during this second round of summer school employment. During this second round, no later than May 15th, the District shall send the unit member an e-mail message asking whether or not the unit member continues to seek employment for the upcoming summer school. To be considered during the second round, the unit member must respond to the District no later than May 15th.

13.5 Limitations

No unit member shall be required to teach summer school. If a unit member applies for a summer school teaching position and the District offers the unit member a summer school teaching position, the unit member must accept or reject the District's offer to teach summer school. Unless approved by the District, unit members shall not be entitled to restructure or to reconfigure summer school positions.

13.6 Selection For Position

13.6.1 Criteria

In filling a summer school position, the District shall consider the following criteria: the unit member's credential(s), teaching experience in subject matter or grade level, skills, training, major and minor fields of study, advanced degrees related to the teaching position, documented strengths or weaknesses, the unit member's preference, the best interests of the students, and the District seniority.

13.6.2 Round Two-Selection Among Internal And External Candidates

In the event the District applies these criteria and determines that a bargaining unit member and a non-bargaining unit member are equally qualified, the District shall select the bargaining unit member for the summer school position.

13.7 Employment Offer And Acceptance

The District's summer school employment offer to unit members shall be in writing, shall include a copy for the unit member's records, shall specify the location of the assignment, the subject(s) to be taught, and that the position shall be contingent upon adequate enrollment and/or funding. All applicants shall be notified regarding their summer school employment at least three weeks before the opening of summer school. If possible, the District shall offer summer school positions before June 1.

Within 15 days after receiving a written offer from the District or by the end of the first in-service day of summer school, whichever date comes first, unit members shall sign and return the original District employment offer. Unit members shall retain the copy of accepted offer for their records.

13.8 Closing Or Reconfiguring Classes/Programs

The District reserves its right to add classes or sections, to close classes or sections, or to reconfigure classes or sections because of changes in student enrollment and/or funding limitations. To determine which unit members shall be released because student enrollment has changed, the District shall apply the criteria listed in Section 13.6.1.

13.9 Sick Leave

Unit members employed in the summer school program shall earn one day of sick leave equal to the hours of the unit member's designated summer school day (for example, a 4.50 hour daily summer school day earns the unit member 4.50 hours of sick leave for the designated summer school program), and if unused during summer school, the earned sick leave may be accumulated as described in Section 16.1.1.2. During each summer school, a unit member may use the one day of sick leave earned that summer and an equivalent number of hours accumulated under 16.1.1.2. In no event shall a unit member be entitled to use more than two sick leave days during one summer school session. If the unit member uses sick leave accumulated under 16.1.1.2 for personal necessity, the unit member shall comply with the provisions of Section 16.1.2.

13.10 Professional Teaching Standards

In the event a unit member accepts the District's offer to teach summer school, the unit member shall teach the District's prescribed curriculum using District specified instructional strategies. The unit member shall perform competently and shall maintain professional standards as defined by Section 14.5. The District and GTA acknowledge that the formal evaluation procedure described in Article 14 cannot be completed during a 20-day summer school session. If a unit member teaching summer school is not performing competently or is not maintaining professional standards, the District shall prepare written documentation of the unit member's failure to meet District standards. Written documentation and the unit member's response shall be placed in the unit member's District personnel file.

13.11 Planning, Preparation, And Student Records

Unit members teaching summer school shall adequately plan and prepare prior to working with students. In addition, unit members teaching summer school shall maintain student attendance and other records. For every four hours of instructional time (at the instructional rate of pay described in 23.7.1) unit members shall be paid one hour of preparation time at the non-instructional rate of pay (23.7.2).

13.12 Hours Of Work

Except as specifically stated in this section, Article 12: Hours and Days Of Work shall not apply to unit members teaching summer school.

13.12.1 Starting And Ending Times

The District may establish starting and ending times for each summer school class or site.

13.12.2 Lunch Period

Unit members teaching summer school shall have a 30 minute duty free lunch period.

13.13 Staff Development

Unit members employed in the summer school program shall attend summer school staff development and/or training on the prescribed curriculum and instructional strategies to be utilized in the summer school program. The District reserves its right to determine the content of the staff development. Unit members shall be compensated at the non-instructional rate described in 23.7.2. All staff development shall take place immediately prior to the start of summer school.

13.14 Grievance Procedure

Unit members employed in summer school may grieve any alleged violation, misinterpretation, or misapplication of this Article. The Grievance Procedure described in Article 8 shall be used to process the grievances.

13.15 Recognition And Duty Of Fair Representation

According to Article 2: Recognition, the District recognizes GTA as the exclusive bargaining representative for unit members teaching summer school. GTA's duty to represent unit members teaching summer school shall be limited to the rights specifically stated in this Article.

13.16 Certificated Order Of Employment/Seniority

Employment during summer school shall not be included in computing the service required to become a permanent District employee. Similarly, summer school employment shall not be used to establish the date upon which the unit member first rendered paid service in a probationary position. (See Education Code Sections 44913 and 44845)

13.17 Compensation

Unit members teaching summer school shall be paid according to the terms of Section 23.7.

13.18 Classroom Assignment

In the event a unit member is employed for summer school teaching and summer school is being offered at the unit member's school site for the regular school year, the unit member will be assigned to the unit member's classroom whenever operationally feasible.

ARTICLE 14: EVALUATIONS

14.1 Purpose

The evaluation system's purpose is to improve the delivery of educational services, provide constructive assistance to unit members, establish uniform criteria for evaluating unit members, and ensure that the evaluation is continuous in nature. At every stage of the evaluation process, the unit member may bring a representative to the meeting with the evaluator.

14.2 Evaluation Formats

To evaluate unit members as required by the Education Code and this Article 14, the District may use the Formal Evaluation Procedure described in Sections 14.5 to 14.10. If permitted by the express terms of this Article, the District may use the Alternative Evaluation format described in Section 14.11. The District and each unit member must comply with Sections 14.3, 14.4, 14.5, and 14.7 of this Article.

In addition to the Formal Evaluation or Alternative Evaluation procedures described in this Article, the District and the primary evaluator shall provide feedback to unit members per Appendix J-5.

14.3 Definitions

14.3.1 Employee Growth Plan

An Employee Growth Plan is a plan specifying how a unit member must improve to meet standards. The Employee Growth Plan is described in Section 14.10.

14.3.2 Primary Evaluator

The "primary evaluator" shall mean the unit member's immediate supervisor or site administrator. For unit members assigned to more than one school site the site administrator at the unit member's primary assignment shall be the unit member's primary evaluator (See Section 12.4.6 regarding itinerant teachers).

14.3.3 Peer Assistance/Review Program

The Peer Assistance/Review Program is the program to help instructional unit members improve teaching performance. The Peer Assistance and Review Program is described in Article 27 of this Agreement.

14.3.4 Conference

For the purpose of this Article 14, a "conference" means a face-to-face meeting between a site administrator and the unit member.

14.3.5 Permanent Unit Member Eligibility for Five-Year Evaluation Cycle

14.3.5.1 Definition

For the purpose of Article 14 and per Ed Code 44664 (a), a permanent unit member shall be eligible for the five year evaluation cycle if the unit member has the consent of the unit member's evaluator and meets the following criteria:

- Has been employed at least 10 consecutive years with the District, and
- is highly qualified as defined in 20 U.S.C. Sec. 7801, and
- has earned a "Satisfactory/meeting standards" rating on the unit member's most recent evaluation, and
- has obtained the signed, eligibility form described in Section 14.4.3.1.

14.3.6 Observation Form

The Observation form shall be used to record formal observations completed during the formal observation cycle. This document can be found in the appendices of this agreement in section J-1 and shall correspond to the employee's primary job title.

14.3.7 Developmental Continuum of Professional Standards

The Developmental Continuum of Professional Standards shall be used to define criteria by which certificated employees will be evaluated and assessed. This document can be found in the appendices of this agreement in section J-4 and shall correspond to the certificated employee's primary job title.

14.4 Frequency of Evaluation

14.4.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each year.

Probationary and/or temporary unit members shall be observed within 50 instructional days from the start of the school year, and again within 110 instructional days from the start of the school year.

14.4.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members given a rating of "Satisfactory/Meeting Standards" on the Summative Evaluation section of the Formal Observation Summary Report Form or on the Complete of Alternative Evaluation Form shall be formally evaluated at least once every other year, unless approved for the 5-Year Alternative Cycle described in Section 14.4.3. Permanent unit members given a rating of "Unsatisfactory/Not Meeting Standards" on the Summative Evaluation Section of the Formal Observation Summary Report Form or on the Completion of Alternative Evaluation Form shall be evaluated the subsequent school year. Even if a unit member received a satisfactory evaluation the previous year, he/she may still be evaluated the following year. A unit member who has transferred to a different school or work site from the site where the unit member was based in the preceding year will ordinarily be evaluated, even if the unit member as evaluated during the preceding year.

14.4.3 Permanent Unit Member Eligible For The Five-Year Evaluation Cycle

Each eligible permanent unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed at least every five years. With mutual consent between the eligible permanent unit member and the unit member's evaluator, the unit member may participate in the Alternative Evaluation Plan For Permanent Staff described in Section 14.11. If the evaluator denies the unit member's request to participate in a five-year evaluation cycle, the evaluator shall give specific reasons in writing.

At any time, either the unit member or the evaluator may determine that the unit member will return to the Two-Year Evaluation Cycle described in Section 14.4.2. If the evaluator determines that the unit member must

return to the two-year evaluation cycle, the evaluator shall meet with the unit member and provide a written explanation.

14.4.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five-year evaluation cycle, by no later than September 10, both the unit member and the site administrator/evaluator will sign the eligibility form attached to this Agreement as Appendix J-6. The signed and completed eligibility form shall be placed in the unit member's District personnel file.

14.5 Performance And Evaluation Criteria

The evaluation shall be based on the following Education Code 44662 and the California Standards for the Teaching Profession ("CSTP") 1-6:

14.5.1 The California Standards For The Teaching Profession

The California Standards For The Teaching Profession ("CSTP"), together with the criteria listed in Sections 14.5.2 through 14.5.4, shall constitute all the standards for the evaluation of the unit member. The references to the CSTP standards are listed parenthetically next to each criteria.

14.5.1.1 The evaluation of student progress shall be based upon standards of expected student progress at each grade level in each area of study. The state adopted academic content standards are the District adopted content standards for expected student achievement. Data to facilitate such evaluations shall be secured through a number of relevant procedures including but not limited to: classroom observation forms (J-1), student work products, District Writing, criterion-referenced tests, and a unit member's anecdotal records. At no time shall a unit member's students' grades be included in the evaluation.

14.5.2 The California Standards for the Teaching Profession, 1-6

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student learning
- Understands and Organizes Content Knowledge for Students
- Planning Instruction and Designing Learning Experiences for All Students

- Assesses Student Learning
- Developing as a Professional Educator

14.5.3 Evaluations shall not include the use of publishers' norms established by standardized tests. Ed. Code 44662(e)

14.5.4 Each non-instructional unit member may be evaluated using the formal evaluation method and corresponding J-4 continuum of professional standards, or be placed on the Alternative Evaluation method. The timelines shown on Appendix J-5 shall apply to non-instructional unit member evaluations.

14.6 Formal Evaluation Schedule/Timelines

14.6.1 Every unit member who will be formally evaluated during the school year shall be notified in writing no later than September 10.

14.6.2 The primary evaluator shall schedule a meeting with unit members scheduled for an evaluation no later than October 10. At this meeting the evaluator shall:

- Review the contents of the observation and evaluation forms;
- Discuss the data to be collected by the unit member and the evaluator for use in the evaluation;
- Discuss any areas of emphasis for growth; and
- Schedule the next evaluation conference(s) and/or classroom observations.

The primary evaluator and the unit member shall make a good faith effort to reach agreement on these matters. In the event the primary evaluator and the unit member cannot reach agreement, the primary evaluator shall be responsible for making the final determination.

14.6.3 The primary evaluator shall provide the unit member with the completed Formal Observation Summary Report Form on or before May 10 of the school year.

14.6.4 If there are significant changes in the unit member's assignment that occur during the school year, (e.g., a significant change in class composition), upon the unit member's request, the unit member and the primary evaluator will meet to discuss the possible modifications of the unit member's expected steps and possible assistance.

14.7 Lesson Plans

14.7.1 All unit members shall be responsible for preparing daily lesson plans and having them available for review by the site administrator within 48 hours if requested in writing; however, they shall not be required to turn in lesson plans.

14.7.2 If a unit member fails to leave lesson plans for a substitute on at least two occasions within the school year, that unit member may be required by the administrator to turn in lesson plans for the remainder of the school year.

14.8 Classroom Observations

14.8.1 Because the evaluation process is to be continuous in nature, the evaluation shall consist of data collection, workplace observation, and classroom observation. Formal classroom observations shall meet the following requirements:

14.8.1.1 Permanent Formal Observation

No later than 110 instructional days after the start of the school year, every permanent unit member being evaluated shall have at least one formal scheduled classroom observation.

14.8.1.2 Temporary Or Probationary Formal Observation

Every temporary or probationary unit member being evaluated shall have at least two formal scheduled classroom observations. The first formal observation shall be scheduled no later than 50 instructional days after the start of the school year and the second formal observation shall be scheduled no later than 110 instructional days after the start of the school year.

14.8.1.3 Length Of Formal Observation

For a formal classroom observation, the primary evaluator will remain in the classroom for substantially the entire unit of instruction or the entire period. For non-classroom certificated employees, the length of formal observations shall consist of a minimum of 30 minutes of directly-observed performance of the employee's professional duties.

14.8.1.4 Pre-Observation Conference

Prior to the observation, permanent, temporary, and probationary unit members shall provide the primary evaluator with a copy of the lesson plan covering the observation period. Temporary and probationary unit members being evaluated shall have a pre-observation conference with the primary evaluator. Although a pre-observation conference is not required for permanent unit members, a pre-observation conference shall be held at the request of either the primary evaluator or the unit member. At the Pre-Observation Conference, the primary evaluator and the unit member shall review and discuss the Observation Form. The Observation Form is attached as Appendix J-1 and is incorporated into this section.

The lesson plan provided to the primary evaluator in this conference shall contain the following elements:

- Focus Standard for the Lesson;
- Essential Understanding for the Instructional Unit;
- Lesson Objectives;
- Language Objectives (ELD Standards)

14.8.1.5 Post-Observation Conference

Each scheduled classroom observation shall be followed by a Post-Observation conference within five (5) working days following the observation, unless the conference date is extended by mutual agreement. The primary evaluator shall prepare a summary of the observations by completing an Observation Form (Appendix J-1), which will be shown to and discussed with the unit member at this conference. At the end of the conference, the evaluator shall provide the unit member with a copy of the J-1. If the primary evaluator has any concerns about the unit member's performance in any of the areas, the primary evaluator shall discuss those concerns with the unit member at this post-observation conference. The unit member has the right to attach a rebuttal to the original J-1 within ten (10) working days of the post-observation conference.

If the unit member is given an "Unsatisfactory/Not Meeting Standards" in the overall performance rating of any CSTP standard on the observation form J-1, the primary evaluator shall place the unit member on an Employee Growth Plan and discuss the completed plan with the unit member at the post conference. The Employee Growth Plan is attached in Appendix J-3. The Growth Plan shall be limited to three sub-standards per plan. The Certificated Growth Plan shall include the following:

- List of no more than 3 sub-standard(s) performed in an unsatisfactory manner;
- Description of improvement required, and program/people available to provide assistance;
- Time period for demonstrating improvement; and
- Description of methods used to measure improvement.

The primary evaluator shall be responsible for developing a plan and monitoring and supporting the unit member in reaching the goals.

The primary evaluator shall provide continuous feedback to the unit member prior to the end date for the Growth Plan.

The unit member, under the guidance of the evaluator, is responsible for implementing the growth plan and demonstrating the indicators of accomplishment. Merely completing improvement activities may not demonstrate successful performance or the indicators of accomplishment. The primary evaluator shall be responsible for documenting the unit member's failure to meet standards and shall provide the unit member with a copy of the documentation.

The Certificated Employee Growth Plan Form is attached as Appendix J-3.

14.8.1.6 Observations Prior To Unsatisfactory Rating

At least three scheduled classroom observations will take place before a unit member is given an unsatisfactory summative evaluation. However, an unsatisfactory evaluation may be issued after three scheduled classroom observations even though the unsatisfactory conduct or performance was not observed in the classroom, provided that it was documented by the evaluator and shared with the unit member.

14.8.1.7 Observations by More than One Administrator

Classroom observations may be made by more than one administrator. The unit member or the primary evaluator may request that a scheduled classroom observation of the unit member be done by another administrator. The District shall grant the unit member's or the primary evaluator's request.

14.8.1.8 Request for a Different Administrator to Conduct Evaluation

In rare cases, the unit member or the primary evaluator may request that the evaluation itself be conducted by a different evaluator. Such a change in evaluators is subject to District Office approval.

14.8.1.9 Informal Unscheduled Observations

Nothing in this Agreement shall prevent the primary evaluator from making informal, unscheduled classroom observations in addition to the scheduled observations. An unscheduled classroom observation is an observation, as opposed to an administrative walk-through or an administrative drop-in visit. For any informal, unscheduled observation for a period of time longer than 15 minutes, the primary evaluator shall meet with the unit member to discuss that unscheduled classroom observation within five (5) working days unless this conference is extended by mutual agreement. If the primary evaluator is concerned about the unit member's performance during an unscheduled observation, the primary evaluator shall discuss those concerns with the unit member during the conference held within five (5) working days unless extended by mutual agreement.

14.8.1.10 District Walk-through For Evaluation Of Program

A District Walk-through For Evaluation of Program shall be defined as administrators monitoring whether or not District programs are being implemented and/or are enhancing student achievement. Other unit members shall not participate in a District Walk-through For Evaluation of Program.

Nothing in Section 14.8.1.10 or the Evaluation Article shall limit the District's right to send a teacher support personnel into a unit member's classroom as a resource for the unit member. Teacher support personnel shall not reveal information observed about any other unit member to the public, other unit members, or an administrator. Teacher support personnel shall not evaluate other unit members.

14.9 Formal Observation Summary Report

14.9.1 Formal Observation Summary Report Form

No later than May 10, the primary evaluator shall complete and provide the unit member with a completed Formal Observation Summary Report Form. The Formal Observation Summary Report Form is attached as Appendix J-2 and is incorporated into this section. Each completed Observation Form and any unit member

comments to the Observation Form shall be attached to the Formal Observation Summary Report Form. At the time the Formal Observation Summary Report Form is given to the unit member or as soon thereafter as possible, the primary evaluator and the unit member shall have a conference to discuss the ratings and comments included in the Formal Observation Summary Report Form. During this meeting, the primary evaluator and the unit member shall give the unit member an opportunity to identify any mitigating circumstances that may have affected student progress. Within ten (10) working days, the unit member shall have the right to attach written comments to the Formal Observation Summary Report Form. The Formal Observation Summary Report Form and all the attachments, including Observation Forms and the Unit member's comments, shall be placed in the unit member's personnel file.

14.9.2 Unit Member's Signature On Observation Forms Or Formal Observation Summary Report Form

The unit member's signature on the Observation Forms or Formal Observation Summary Report Form demonstrates that the unit member has reviewed the forms and does not demonstrate that the unit member agrees with the primary evaluator's ratings or comments on the Observation Forms or the Formal Observation Summary Report Form.

14.9.3 Referral To The Peer Assistance And Review Program

On the Formal Observation Summary Report Form, the primary evaluator will determine an overall Unsatisfactory/Not Meeting Standards or a Satisfactory/Meeting Standards Summative Evaluation Rating of the unit member's performance based on the standards in Section 14.5. A permanent or probationary unit member who receives an Unsatisfactory/not meeting standards~~.~~ on the Summative Evaluation section of the Formal Observation Summary Report Form based on the criteria described in Section 14.5 shall, in accordance with Education Code 44664(c), be referred to, and participate in, the Peer Assistance and Review Program described in Article 27 of this Agreement.

14.10 Certificated Employee Growth Plan

If a permanent unit member is given an Unsatisfactory/Not Meeting Standards on the Summative Evaluation section of the Formal Observation Summary Report Form (J-2) or an "Unsatisfactory/Not Meeting Standards" in the overall performance rating of any CSTP standard on the Observation Form (J-1), the

primary evaluator shall include the following on the Certificated Employee Growth Plan Form:

- List of no more than 3 sub-standards performed in an unsatisfactory manner;
- Description of improvement required, and program/people available to provide assistance;
- Time period for demonstrating improvement; and
- Description of methods used to measure improvement.

The primary evaluator shall be responsible for developing a plan and monitoring and supporting the unit member in reaching the goals. The primary evaluator shall provide continuous feedback to the unit member prior to the end date for the growth plan.

The unit member, under the guidance of the evaluator, is responsible for implementing the growth plan and demonstrating the indicators of accomplishment. Merely completing improvement activities may not demonstrate successful performance or the indicators of accomplishment. If the primary evaluator determines that a unit member has failed to meet standards, the primary evaluator shall be responsible for documenting the unit member's failure to meet standards and shall provide the unit member with a copy of the documentation.

The Certificated Employee Growth Plan Form is attached as Appendix J-3.

14.11 Alternative Evaluation

14.11.1 Participation

With mutual consent between a permanent unit member and the primary evaluator, the unit member may participate in the Alternative Evaluation Plan for Permanent Certificated Staff. For participating unit members, the alternative evaluation procedure shall replace the traditional evaluation methods described in Sections 14.5 through 14.10.

If the evaluator denies the unit member's request to participate in an alternative evaluation cycle, the evaluator shall give specific reasons in writing.

For unit members who do not teach in a classroom, including, but not limited to counselors, Academic Coordinators, nurses, psychologists, resource specialists who do "push-in," full-time TOSAs, full-time PAR, and Athletic Directors,

Activities Directors and Speech Language Pathologists, the alternative evaluation may be used. Unit members who teach a class shall have the option of using the alternative evaluation. The alternative evaluation is described in Article 14.11.

14.11.2 Pre-Evaluation Goal Setting Conference

Each participating unit member shall meet with the unit member's primary evaluator for a goal setting conference no later than 50 instructional days after the start of the school year. During the goal setting conference, the primary evaluator and the unit member shall complete the following activities:

14.11.2.1 Review the unit member's goals and select an alternative evaluation option from those described in Section 14.11.4. The unit member shall select an alternative evaluation option closely aligned with his or her annual goals.

14.11.2.2 Develop timelines for completion.

14.11.2.3 Review how the alternative evaluation option will enhance student learning.

14.11.2.4 Review options for sharing the final results of the unit member's alternative evaluation activities with other colleagues.

14.11.3 Evaluation Plan

Based upon the decisions reached at the unit member's meeting with the primary evaluator, the unit member will submit to the primary evaluator a written alternative evaluation plan. The unit member's written alternative evaluation plan shall include timelines for the plan's completion. The Mutual Agreement For Participating In the Alternative Evaluation form is attached as Appendix J-7 and incorporated into this section.

14.11.4 Alternative Evaluation Options

The options for alternative evaluations are described as follows:

14.11.4.1 Individual Growth Activities

Individual growth activities shall be designed to improve the unit member's performance and enhance the progress of students toward the student achievement standards including, but not limited to those standards referenced in 14.5.1.1. In designing individual growth activities, a unit

member may combine professional development with self-analysis techniques. Examples of professional growth activities combined with self-analysis techniques shall include, but not be limited to, the following:

- Video-taping classroom lessons (self-analysis and/or model demonstration lessons on instructional strategies), or
- Portfolio assessments (training, development, and use), or
- Master's Degree project, or
- National Board Certification, or
- University or District sponsored post graduate course work.

As another option and with the consent of the primary evaluator, unit members may create their own professional growth/self-analysis projects, including but not limited to the following: Participating as an active permanent member of the Site Student Study Team, Site Leadership Team, District Writing Design Committee, Enhancing Education Through Technology Committee, or other standing committees that enhances the progress of students toward the student achievement standards, including, but not limited to those standards referenced in 14.5.1.1, or enhances the unit member's professional growth.

14.11.4.2 Cohort Team Growth Activities

Unit members may participate in Cohort Team Growth Activities. These activities may include cognitive coaching, peer review of a video-tape of the unit member's lesson plan, peer classroom visitations, and collaborative teaching and presentations to staff. Unit members may also create their own team projects with their evaluator's consent.

14.11.4.3 Educational Research

Participating unit members may develop a research question involving an instructional strategy or learning theory. The unit member shall present a research proposal to their evaluator, including the project design and methods for collecting and evaluating data, and a timeline for the project's completion. This research project may be completed in conjunction with graduate course work or a mentor project.

14.11.4.4 Return to Formal Evaluation Process

If at any time the primary evaluator determines that a permanent unit member is not meeting the criteria or standards described in Section 14.5, or the primary evaluator gives the permanent unit member an Unsatisfactory/Not Meeting Standards rating on an Alternative Evaluation Plan, the primary evaluator shall return the unit member to a traditional evaluation.

14.11.5 Timelines

Each participating permanent unit member and primary evaluator shall comply with the timeline established by Article 14.

14.11.6 Post Evaluation Conference

Before May 10, the unit member and primary evaluator shall meet to review the progress of the unit member's selected alternative evaluation activities. The primary evaluator shall complete and place in the unit member's personnel file a Completion Of Alternative Evaluation form (Appendix J-7).

ARTICLE 15: CLASS SIZE

15.1 Transitional Kindergarten - 12th Regular Classroom Teacher/Student Ratios and Teaching Loads

15.1.1 Equalizing Teaching Loads

No later than the twentieth instructional day of each school year, the District shall reassign students and/or classroom teachers to equalize the teaching load for regular classroom teachers within similar disciplines and grade levels.

15.1.2 Constraints on Equalizing Teaching Loads

The parties acknowledge that the following factors may constrain the District's ability to equalize the teaching load for regular classroom teachers within similar disciplines and grade levels:

- Available facilities.
- Temporary influx of students.
- Available credentialed bargaining unit members.
- Preventing excessive classroom disruption, e.g., time of year.
- Avoiding combination classes.
- Avoiding the Class Size Stipends in Section 15.3.

15.2 Transitional Kindergarten - 3rd Regular Classroom Student Teacher Ratios

The parties acknowledge that the Grade Span Adjustment Program (Education Code Section 42238.02) does not prohibit more than 24 students in a TK-3 class where the teams have an alternative agreement. The Grade Span Adjustment program provides that the average class size ratio shall be 24 to 1 when fully implemented and permits the District and GTA to agree to alternative language. The District and GTA hereby agree to an alternative annual average class enrollment for each school site in grades TK-3. The alternative average class size for each school site is outlined below.

If Education Code Section 42238.02 is replaced, unfunded, placed in abeyance, or substantially modified, the parties agree to reopen negotiations about the Regular Classroom Teacher to student ratio in grades TK-3. If the parties do not reach agreement on replacement language, the District shall implement the following: "The maximum number of students in any TK-3 class shall not exceed thirty (30) students."

In accordance with LCFF, the pupil-to-teacher ratio in grades TK-3 shall be no more than 24 to 1 when the formula is fully implemented, "unless a collectively bargained alternative annual average class enrollment for each school site in those grades is agreed to by the school district." (See Education Code 42238.02). Here, the District and GTA agree to an alternative annual average class enrollment for each school site in grades TK-3.

After the twentieth instructional day, of each school year, no grade TK-3 classroom teachers shall have 1 or more students enrolled above the ratios stated below unless the affected regular classroom unit member is compensated as described in this section. The District shall compensate the unit member at the rate of $10 per day for each student over the following students per class:

Grade Level	Class Size Ratio
TK-K (24)	Compensated at 25 or more
1st (26)	Compensated at 27 or more
2nd(26)	Compensated at 27 or more
3rd (28)	Compensated at 29 or more

Unit member compensation described in this section shall be paid in two installments (one in January and one in June of each school year). Class enrollment taken on Wednesday of each week shall be used to determine the class size of each year.

15.2.1 K-3 Combination Class

If it becomes necessary to create a combination class, the site administrator will first consult with the affected grade levels and ask for volunteers. If after two work days, there are no volunteers, the site administrator shall select the unit member based on the needs of the site. The site administrator shall consult with all the affected grade levels in order to determine the most effective composition of the newly formed combination class. In no case shall the District form a combination class that crosses grade level recesses or lunch periods.

15.2.1.1 K-3 Combination Class Stipend

The District shall compensate all unit members with K-3 combination classes an additional 10% at the per diem rate. Such compensation shall be reflected on the monthly pay warrants. The unit member shall only be entitled to compensation for those days when the combination is in effect.

15.2.1.2 K-3 Combination Class Size Limit

The maximum class size for any K-3 combination class shall be twenty-four (24).

15.3 Grade 4/5 Classroom Teacher Class Size Stipends

After the twentieth instructional day of each school year, no grade 4/5 classroom shall have more than 32 students enrolled unless the affected regular classroom unit member is compensated as described in this section. The District shall compensate the unit member at the rate of $10 per day for each day for each student over 32. No grade 4/5 classroom shall have more than 35 students enrolled. Unit member compensation described in this section shall be paid in two payments (one in January and one in June) of each school year.

15.4 Grade 4/5 Combination Class Size Stipends

If it becomes necessary to create a 4/5 combination class, the site administrator will first consult with the affected grade levels and ask for volunteers. If after two work days, there are no volunteers, the site administrator shall select the unit member based on the needs of the site. The site administrator shall consult with all the affected grade levels in order to determine the most effective composition of the newly formed combination class. The District shall compensate all unit members with 4-5 combination classes an additional 10% at the per diem rate. Such compensation shall be reflected on the monthly pay warrants. The unit member shall only be entitled to compensation for those days when the combination class is in effect.

After the twentieth instructional day of each school year, no grade 4/5 combination classroom shall have more than 30 students unless the affected unit member is compensated as described in this section. The District shall compensate the unit member at the rate of $10 per day for each student over 30. Unless the affected unit member agrees to the enrollment of more than 32 students, no grade 4/5 classroom shall have more than 32 students enrolled. Unit member compensation described in this section shall be paid in two payments (one in January and one in June) of each school year.

For unit members assigned to teach a grade 4/5 combination class, the district shall provide 30 minutes per week of preparation time in addition to the preparation time described in sections 12.4.1 and 12.4.2. Affected unit members shall use this additional preparation time to perform classroom related duties on the school site.

15.5 Grade K-5 Dual Immersion Class Size Stipends

The District shall pay an annual stipend of $2,000 to unit members teaching grades Preschool - 5 Dual Immersion classes. Unit member compensation described in this section shall be paid in two payments (one in January and one in June) of each school year.

15.6 Continuation High School Classroom and Independent Study Teacher/Student Ratio

In computing this student to Regular Classroom Teacher ratio, a bargaining unit member

assigned to a psychologist, nurse, language-speech-hearing specialist, full-time teacher on special assignment, special education teacher, band, or choir position shall not be counted. After the twentieth instructional day of each school year, the district shall maintain the ratio of 150 students per day to one regular classroom teacher at a continuation high school.

District Independent Study Program

The student to teacher ratio for any independent study teacher for grades 9-12 shall not exceed the ratio established for the regular educational program for grades 9-12 in the core areas of math and English. (See Education Code 51745.6)

15.7 Grade 6th - 12th Classroom Teacher/Student Ratio And Teaching Loads

In computing the student to Regular Classroom Teacher ratio for grades 6-12, a bargaining unit member assigned to a psychologist, nurse, language-speech-hearing specialist, full-time teacher on special assignment, special education teacher, band, or choir position shall not be counted.

After the twentieth instructional day, the District shall make a reasonable effort to maintain the following Regular Classroom Teacher to student ratios in grades 6-12:

- Grades 6-8: 204 students to one Regular Classroom Teacher for a six period day.
- Grades 9-12:180 students to one Regular Classroom Teacher for a five period day.
- Grades 6-12 Physical Education: 42 students per period; and
- Grades 6-8 Intervention Class: 28 students per period to one Regular Classroom Teacher.

The District shall monitor the grade 6-12 Regular Classroom teacher/student ratio, and shall consider the available options to maintain the number of students per day stated in this section. In addition, the District shall make reasonable efforts to balance individual class periods to the extent possible.

If the District must enroll more than 34 (42 in PE and 28 in Intervention) students to any one individual class period, the site administrator or designee shall provide information and discuss with the affected unit member and department chair about the reason for the teacher/student ratio anticipated duration and the district's reasonable efforts to maintain the classroom teacher/student ratio teaching loads. If the District must enroll 43 or more students in one PE class, the District shall attempt to find either another certificated employee or a classified employee to assist in classroom/locker room supervision.

After the twentieth instructional day, no 6th – 12th grade Regular Classroom Teacher shall exceed the student ratios unless the member is compensated at the rate of $10 per day for

each student overage. Unit member compensation shall be paid in two payments (one in January and one in June) of each school year. Class enrollment taken on Wednesday of each week shall be used to determine the class size for each week.

15.8 Instrumental And Vocal Music Instruction for Grades 6th - 12th

Class size and/or teaching load for vocal and instrumental music instruction shall be determined jointly by the unit member and the Site Administrator.

15.9 Special Day Classes

The District shall utilize the Special Education Local Plan Agency (SELPA) placement guidelines for Special Day Classes. The Director of Special Education shall establish a committee of Special Education teachers and site administrators to review the class size ratios of Special Day Classes. In determining the appropriate class size for a Special Day Class, the District shall consider the following criteria:

- Range and severity of disabilities/handicaps;
- Student's age and behavioral variables;
- Extent of need for individual instruction;
- Amount of time student is enrolled in special classes and/or participates in regular classrooms; and
- Current class size.

15.10 Students with Individual Education Plans

15.10.1 Placement: In determining the placement of students with IEPs, the Student Services Department shall solicit input and review plans for class configurations, i.e., combining autism classes, ED classes, grade levels, etc. for the following school year at Job-Alike/Special Education Department Meetings.

15.10.2 Caseload Ratios for Educational Specialists in Self-Contained Programs

The District shall make every effort to maintain the following teacher/student caseload ratios for Educational Specialists working in all-day, self-contained programs using the following ratios:

- Moderate Support Needs Program: 12
- Extensive Support Needs Program: 9

If the District must exceed the above ratios, it will provide information to and discuss with the affected unit members and the department chair the reason for the teacher/student caseload ratio, anticipated duration, and the District's reasonable efforts to maintain the teacher/student caseload ratio.

15.10.2.1 The District shall compensate unit members an additional 0.17 per diem per day at the end of the school year if the Educational Specialist's caseload falls within the following numbers:

- Moderate Support Needs Program: 13-16
- Extensive Support Needs Program: 10-13

15.10.2.2 Before the District adds students in excess of the range described in 15.10.2.1, the District shall consult with GTA and GTA shall consult with the impacted unit member. The District and GTA will seek to find a mutually agreeable resolution regarding placement of the additional student(s). If an agreement is not reached, the impacted unit member shall be compensated an additional 0.17 per diem in two payments (one in January and one in June) of each school year.

15.11 Speech And Language Specialist Case Load

The maximum caseload for a Speech and Language Specialist providing services exclusively to individuals with exceptional needs, not between the ages of three and five years, shall not exceed fifty-five (55). A fractional FTE assignment as a Speech and Language Specialist shall have a maximum caseload prorated by the FTE fraction and then rounded to the nearest whole number. If the caseload in Education Code Section 56363.3 changes, the District caseload will change accordingly.

15.12 Preschool Program

The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, is as defined in Education Code Sections 56441.7a, 56441.11, or 56026, shall not exceed forty (40). (Education Codes 56441.7a)

15.13 Resource Specialist/Teacher Caseload

The caseload for resource teachers shall comply with guidelines established by the SELPA. No resource specialist or teacher shall have a caseload that exceeds the maximum established by Education Code Section 56362.

15.13.1 Resource Specialist/Teacher Caseload Overage

The District shall monitor grades TK-12 Resource Specialist/teacher caseloads and shall consider available options to maintain the number of students per day stated in this section.

RSP teachers whose caseloads exceeded or exceed the maximum established by Education Code Section 56362, as reported on SEIS, shall be compensated at the rate of $10 per student per day. Payment shall be issued in two payments (one in January and one in June) of each school year. Caseload numbers shall be calculated on Wednesday of each week.

15.14 Labs/Practical Experience Classes

In grades 9-12 the following laboratory/practical experience classes shall not exceed 32 students per classroom:

- Advanced Auto Technology
- Advanced Ceramics
- Advanced Woodworking
- Agricultural Biology
- Agricultural Chemistry
- Agricultural Science I
- Anatomy and Physiology
- AP Biology
- AP Chemistry
- AP Environmental Science
- AP Physics
- Autos
- Auto Technology
- Biotechnology 1 and 2
- Biology
- Ceramics
- Chemistry
- Culinary Arts I and II
- Dual Immersion Biology
- Dual Immersion Biotechnology I
- Earth Science
- Floral Design
- Honors Biology
- Honors Chemistry
- Human Body Systems
- Marine Science
- Metals
- Ornithology
- Physics
- Principles of Biomedical Science
- SDAIE Biology
- Small Engines
- Sports Medicine I
- Sports Medicine II
- Veterinary Science

- Welding
- Woodworking
- Woodshop

If more than 32 students wish to enroll in a lab/practical experience class, the site administrator or unit member may request that the limit of 32 be waived. Prior to the enrollment of additional students, the administrator, unit member, department chair, and GTA President shall meet to discuss the class size. If the affected unit member determines that more than 32 students can effectively and safely be accommodated in the class, the parties shall reduce the agreement to a Memorandum of Understanding (MOU). The Memorandum of Understanding (MOU) shall include the maximum number of students that may be enrolled in the class and that the unit member shall be compensated at the rate of $10 per day for each student exceeding the class size limit of 32 as defined in Article 15.13. Compensation shall be paid in two payments (one in January and one in June) of each school year. Class enrollment taken on Wednesday of each week shall be used to determine the class size for each week. The agreement shall be in effect only for that particular class and year and shall not be intended to set a precedent.

In addition, a unit member teaching a 6-8 science laboratory course with 32 or more students may request and shall receive additional adult support/supervision on days when labs are being performed. Unit members shall make the request to the Site Administrator at least 48 hours in advance.

The District shall consult with GTA when a new laboratory or practical experience course is introduced to determine if the new course should be included in this article.

15.15 Work Space

The District shall make an effort to provide work space that is appropriate for the duties of certificated support personnel.

15.14.1 Equipment Access

Certificated personnel will have daily access to a designated and reasonably accessible computer with a printer and internet access. For music teachers, this designated computer shall have speakers or headphones.

15.16 Equalization of Special Education Students and Students with a 504 Plan and in Regular Education Classrooms

The District will make reasonable efforts to have students with IEPs and 504s equally distributed within each grade level and department in which they are being served.

15.16.1 Special Education Student IEP's

Unit members receiving Special Education students shall be provided a

copy or an electronic copy of the student's full IEP before the student begins attending the unit member's classroom. In addition, if a student's IEP is revised during the course of a school year, a revised copy or electronic copy of the IEP will be provided to the unit member. Itinerant unit members will be provided a list of Special Education students on their roster and will have access to the student's IEP through the case manager at each school site.

15.16.3 Training for Special Education Inclusive Instruction

In accordance with California Education Code 56243 and 56241 (d), the District shall provide training to regular classroom teacher serving individuals with exceptional needs appropriate training each year relating to the needs of those individuals, including release time for unit members to receive this training.

15.17 Equalization of Caseload for Non-Instructional Unit Members

The District shall make reasonable effort to have counselor, academic coordinator, nurse and psychologist caseloads be balanced with other unit members holding their same positions whenever possible.

ARTICLE 16: LEAVES

16.1 Paid Leaves Deducted From Sick Leave

16.1.1 Personal Illness And Injury (Sick Leave)

16.1.1.1 Annual Earned Sick Leave

Full-time unit members shall be entitled to 10 days of personal illness, injury, or quarantine leave with full pay for each school year. Unit members who work less than full-time shall be entitled to that portion of the 10 days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time member in a comparable position.

16.1.1.2 Accumulated Earned Sick Leave

If a unit member does not use the 10 days of leave authorized in Section
16.1.1.1, the amount of unused leave shall be accumulated from year to year without limitation.

16.1.1.3 Extended Sick Leave with Difference Pay

When a unit member has exhausted all available sick leave, including the leave described in Sections 16.1.1.1, 16.1.1.2, and 16.4 (Catastrophic Leave), and continues to be absent on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due that unit member shall not exceed the lowest substitute daily rate, or lowest substitute long-term rate for absences longer than 10 days, used by the District. The pay deducted from unit members who are part-time shall be prorated. The sick leave described in Sections 16.1.1.1 and 16.1.1.2 and the five-month period described in Section 16.1.1.3 shall run consecutively. A unit member shall not be provided more than one five-month period per illness or accident. If a school year terminates before the five-month period is exhausted, however, the unit member may take the balance of the five-month period in a subsequent school year.

16.1.1.4 Reemployment List

When a unit member has exhausted all the available sick leave described in Sections 16.1.1.1, 16.1.1.2, 16.1.1.3, 16.3.3, and 16.4 and continues to be absent on account of illness or accident and, is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of 24 months and permanent unit members shall be placed on the list for a period of 39 months. When the unit member is medically able to return during the 24 or 39 months, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the 24 or 39-month period, the unit member is not able to resume the duties of the unit member's position, the unit member shall be dismissed.

16.1.1.5 Verification of Leave

When a unit member has been absent under personal illness for more than five consecutive working days or has established a pattern of personal illness exceeding 20 working days in one work year, the District is authorized to request that the unit member have a physical examination by a physician selected by the unit member and approved by the District, and a certification by that physician of the unit member's physical fitness to return to work and perform the unit member's job duties. The District will pay the cost of this examination and certification.

16.1.1.6 Return to Work

A unit member who returns to work from an extended sick leave with difference pay must give the District 15 working days notice of the unit member's intent to return. In order to minimize disruption of the education program, a unit member who is unable to return to work pursuant to this section until within 15 working days prior to the end of the semester or prior to the end of the school year may be assigned other duties outside of the unit member's classroom, including substitute duties, at the unit member's regular rate of pay, and shall wait until the following semester or the following school year to resume his/her regular duties. If requested by the District, a unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work. The District will pay for the cost of any portion of the certification requested by the District that is not paid by medical insurance.

16.1.1.7 Annual Statement Of Accrued Leave

By the end of September, the District shall post each unit member's accrued sick leave on the Human Resources automated system or shall provide each unit member with a written statement of the number of accumulated sick leave days.

16.1.1.8 Leave To Care For A Child, Parent, Spouse, Or Domestic Partner

In any school year unit members may use up to a maximum of ten days of leave, that is credited under Section 16.1, to attend to an illness of the unit member's child, parent, spouse, or domestic partner for each event. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family And Medical Leave Act (29 U.S.C. Section 2606, et. seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

16.1.1.9 Leave For Official Quarantine

In the case of official quarantine of a unit member's residence, the unit member may use the leave described in Sections 16.1.1.1 and 16.1.1.2.

16.1.2 Personal Necessity Leave

A unit member may use sick leave in cases of personal necessity. A maximum of eight days of accumulated leave may be used in any school year for personal necessity leave.

16.1.2.1 Leave Without Advance Permission

The unit member shall not be required to secure advance permission for personal necessity leave taken for any of the following reasons, but the unit member shall notify the District through the Absence Substitute System to give the District as much advance notice as possible of the need for a substitute:

- Death or serious illness of a member of the unit member's immediate family as defined under Section 16.2.2 Bereavement Leave.

- Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate household.

- Imminent danger to the unit member's home, occasioned by an event such as flood, fire, or earthquake.

- Absences due to causes beyond the unit member's control, such as those caused by storm, flood or other acts of nature.

- One day of the eight is allowable for an extension of bereavement leave.

16.1.2.2 Leave For Personal Reasons

A unit member may use four days of the eight days allowable for personal necessity leave for personal reasons not specified. To notify the District, a unit member shall notify the District's Absence Substitute System at least five working days prior to taking this "leave for personal reasons." No explanation for the leave is required; however, the unit member shall state that the absence is to be counted as personal necessity leave for personal reasons. By using leaves for personal reasons, as described in this section, a unit member is verifying that personal necessity leave was not used for any of the following:

- Avoiding attendance at a staff development.

- Extending holidays or vacation periods.

- Participating in a demonstration, work slowdown, strike, similar work stoppage, or other concerted activity against the District during work time.

Under all circumstances under this Article, upon a reasonable belief of an abuse, the District may require further information from a unit member about the actual use made of the leave.

16.1.2.3 Leaves of One Hour or Less

A unit member's site administrator or immediate supervisor may approve a short leave of one hour or less if the site administrator or immediate supervisor determines that the circumstances warrant such a leave and that adequate student supervision can be provided. This leave shall be without loss of pay and shall not be deducted from sick leave. The decision of the

site administrator or immediate supervisor in granting or denying the leave provided for in this section shall not be subject to the grievance procedure.

16.1.3 Leave For Pregnancy Disability

16.1.3.1 Use Of Sick Leave

Unit members are entitled to use sick leave provided in Section 16.1.1 (Personal Illness - Sick Leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities described above.

16.1.3.2 Duration Of Leave

The length of a disability leave, including the date on which the leave shall commence, and the date on which the unit member will return to work, shall be determined by the unit member and the unit member's physician. The District may ask for verification from the unit member's physician of the dates the unit member is disabled for purposes of this leave.

16.1.3.3 Use of Difference Pay and Unpaid Leave After Exhaustion of Sick Leave

When a unit member has exhausted all available sick leave, including the leave described in Sections 16.1.1.1 and 16.1.1.2, and continues to be absent on account of pregnancy disability, the amount deducted from the salary due that unit member shall not exceed the lowest substitute daily rate, or lowest substitute long-term rate for absences longer than 10 days, used by the District. The pay deducted from unit members who are part-time shall be prorated. At no time will the differential pay be less than 50% of the unit member's salary during the period of absence.

Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery thee from when sick leave as set forth in Section 16.1.1. (Personal Illness - Sick Leave) has been exhausted.

16.1.3.4 Return From Pregnancy Disability

The unit member on leave because of pregnancy disability shall be entitled to return to her original position, unless there has been a program change, or to a comparable position that is mutually acceptable.

16.1.3.5 Concurrent Leaves

Leave under this section shall run concurrently with any leave required by state or federal law for the same qualifying purpose

16.1.4 Leave for Child Bonding

Pursuant to the California Family Rights Act (CFRA)(CA AB 2393), employees may elect to utilize up to 12 additional weeks child bonding leave, after the conclusion of any Pregnancy Disability Leave. Any child bonding leave taken must be concluded within one year of the birth of the child or placement of the child with the employee in connection with the adoption or foster care of the child by the employee.

16.1.5 Child Bonding Leave After Exhaustion of Sick Leave

If an employee exhausts accumulated sick leave prior to expiration of the 12 week child bonding leave, the employee shall be entitled to differential pay as defined in 16.1.1.3 for the balance of the 12 week period.

16.1.6 Return from Bonding Leave

The unit member on leave because of pregnancy disability shall be entitled to return to her original position, unless there has been a program change, or to a comparable position that is mutually acceptable.

16.1.7 Concurrent Leaves

Child Bonding Leave shall not run concurrently with Pregnancy Disability Leave. Child Bonding Leave shall run concurrently with any leave required by state or federal law for the same qualifying purpose.

16.2 Paid Leaves Not Deducted From Sick Leave

16.2.1 Industrial Accident Or Illness Leave

16.2.1.1 Eligibility

Unit members are entitled to industrial accident or illness leave according to Education Code Section 44984 for personal injury or illness that qualifies for workers' compensation.

16.2.1.2 Duration

Allowable leave shall not exceed 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.

16.2.1.3 Not Accumulated

Allowable leave shall not be accumulated from year to year.

16.2.1.4 Days Of Leave

Industrial accident or illness leave shall begin on the first day of absence. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

16.2.1.5 Overlapping Year

When an industrial accident or illness leave overlaps into the next school year, the unit member shall be entitled to only the amount of unused leave due to the unit member for the same illness or injury.

16.2.1.6 Compensation

When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid the portion of the salary due to the unit member for any month in which the absence occurs as, when added to the unit member's temporary disability indemnity payment, will result in a payment of not more than the unit member's full salary.

16.2.1.6.1 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness, the District shall deduct from the unit member's salary warrant the amount of the disability indemnity actually paid to and retained by the unit member that exceeds one hundred percent (100%) of the salary due.

16.2.1.7 District Physician

The District has the right to have a unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

16.2.1.8 Return To Work

The unit member shall be deemed to have recovered from an industrial accident or illness and able to return to work, at such time as the unit member and his/her physician agree that the unit member has recovered. The District may require a medical doctor's verification and clearance to return to work.

16.2.1.9 Exhaustion Of Worker's Compensation Leave

Upon exhaustion of industrial accident or illness leave, the unit member shall be entitled to use leave available under Article 16.1.1.1 (Annual Earned Sick Leave), 16.1.1.2 (Accumulated Earned Sick Leave), and 16.1.1.3 (Extended Sick Leave with Difference Pay), and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much accumulated sick leave which, when added to the unit member's temporary disability indemnity, will result in a payment of not more than the unit member's full salary.

16.2.1.10 Travel Requirement

Any unit member receiving benefits under this Article shall remain within the State of California during periods of injury or illness, unless the Governing Board authorizes the unit member to travel outside of the state.

16.2.2 Bereavement Leave

Bereavement leave shall not be deducted from other leaves provided in this Agreement. Every unit member is entitled to a paid leave of absence not to exceed three days, or five days if travel required is greater than 300 miles, on account of death of any member of the unit member's immediate family. Members of the immediate family include the following: mother, father, grandmother, grandfather, aunt, uncle, or grandchildren of the unit member or of the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the unit member, any person living in the unit member's immediate household, or a domestic partner meeting all the criteria stated in Section 25.6.

16.2.3 Jury Duty Leave

16.2.3.1 Leave Rights

A unit member shall be granted a paid leave of absence to appear for jury duty in the manner provided by law. Jury duty leave is not deducted from sick leave.

16.2.3.2 Compensation

If a unit member does serve on jury duty, the unit member shall receive the unit member's full rate of pay. Any amount paid to a unit member for services on a jury during this period, except travel expenses, is due and payable to the District

16.2.4 Exchange Teaching Service Leave

16.2.4.1 Application

At the Governing Board's discretion, a unit member who has rendered three years of service to the District may be granted an exchange teaching leave not to exceed one year. The unit member's written application to the Board must demonstrate that the proposed leave will benefit both the District and the applicant.

16.2.4.2 Maximum Number of Leaves

No more than three unit members may be on the exchange teaching leave during any one school year.

16.2.4.3 Compensation

A unit member on an exchange teaching leave shall be paid the same salary in the same manner as if the unit member were fulfilling his/her regular assignment in the District.

16.2.4.4 Required Service

A unit member granted an exchange teaching leave must agree to continue in the service of the District for at least two years after return from leave. Upon return the unit member shall be assigned his/her former teaching position or to a position of a similar status.

16.2.5 Military Leave

Unit members shall be granted military leave as required by law.

16.2.6 Family Illness Leave

All bargaining unit members are allowed three days per year without loss of pay in the event of serious illness or accident to members of their immediate family, for each event. Leave taken pursuant to this section shall not be deducted from sick leave and shall not accumulate from year to year.

Serious illness or accident is defined as follows:

- Illness or accident where death is imminent.
- Illness or accident that is likely to result in permanent disability.
- Illness or accident requiring hospital surgery.
- Illness or accident requiring emergency room care.

Immediate family includes the child, spouse, domestic partner, father, mother, mother-in-law, or father-in-law or person living in the unit member's immediate household.

16.2.7 Professional Leave

Upon request and application, a unit member elected to a state or national office in a professional public unit member organization shall be granted a leave of absence. The leave shall be without loss of pay provided that the District is fully reimbursed by the unit member organization of which the unit member is an elected officer for all compensation paid the unit member on account of such leave. If the District is not fully reimbursed by the unit member organization, this leave shall be allowed without pay. The unit member shall earn full service credit during such leave of absence.

16.2.8 Voluntary Absence for Professional Reasons

Absence for visitation days for purposes of professional improvement may be granted without loss of pay by the site administrator. Travel, per diem, and other necessary expenses may be allowed for this purpose.

Absence to attend meetings or conferences of educational associations or societies, or to serve on committees or commissions of such organizations, when the activities or purposes of the organizations serve to advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted by the Superintendent or designee. If this leave is granted, the unit member shall not receive less than the difference between the unit member's salary and the lowest substitute daily rate or lowest substitute long-term rate for absences longer than 10 days used by the District. The pay deducted from unit members who are part-time shall be prorated. This leave also may be granted without loss of pay at the discretion of the Board. Travel, per diem, and the necessary expenses may be allowed at the discretion of the Board.

16.2.9 Sabbatical Leave

16.2.9.1 A unit member who has completed a minimum of seven years of continuous service in the District under a regular or standard credential is eligible for sabbatical leave.

16.2.9.1.1 No more than one sabbatical leave may be granted to any individual in each seven year period.

16.2.9.1.2 Sabbatical leaves shall not exceed one year. A bargaining unit member who is eligible for sabbatical leave may, upon request, be granted sabbatical leave of one semester.

16.2.9.1.3 Not more than two percent (2%) of the certificated staff may be granted sabbatical leave in any one year.

16.2.9.2 The reason for which sabbatical leave may be granted is for full-time study (12 or more college units per semester) that will benefit the District's schools and students.

16.2.9.3 Any unit member granted sabbatical leave shall receive compensation in the manner provided in Education Code Section 44969.

16.2.9.3.1 A year of sabbatical leave shall be counted as a year of experience on the salary schedule and toward retirement.

16.2.9.3.2 The cost of a bond guaranteeing future employment in the District is the unit member's obligation.

16.2.9.4 The rate of pay for a unit member on sabbatical leave shall be one-half (50%) of the salary the unit member would have received had the unit member remained in the District's service.

16.2.9.4.1 Payroll deductions may be continued during the period of leave if so desired by the unit member.

16.2.9.4.2 The District shall pay one-half (50%) of the medical and dental premium that would have been paid had the unit member not taken sabbatical leave.

16.2.9.4.3 Additional compensation such as grants, scholarships, fellowships, etc., may be earned by the recipient during leave, but time spent in earning such compensation must not interfere with the successful completion of the applicant's sabbatical plan.

16.2.9.4.4 Unit members who are recipients of grants of any phase of the International Educational Exchange Program are not eligible for sabbatical leave in the Gilroy Unified School District. Teachers receiving grants under this program are exchange teachers and remuneration is arranged by the Department of State.

16.2.9.5 Unit members interested in applying for sabbatical leave are encouraged to submit their application soon, but no later than February 1. This deadline is necessary to facilitate action on the request and hiring of replacement personnel. Applicants will be notified within 60 days regarding the Board's decision. The unit member may request a written statement of reasons for approval or denial. Sabbatical leaves are granted solely at the Governing Board's discretion.

16.2.9.6 When a unit member returns to service after a sabbatical leave, the unit member shall submit a written report to the Board outlining in detail the results of study completed during the leave.

16.2.9.7 After expiration of the leave, the unit member shall, unless the unit member otherwise agrees or unless there has been a program change, be reinstated in the unit member's original position. If there has been a program change, the unit member shall be reinstated in a comparable position to that held by him/her prior to the leave.

16.2.10 Court Appearance by Subpoena

The District shall grant a paid leave for a unit member who is required to appear in a court proceeding as a witness by subpoena. If the unit member is compensated by either party or the court, the unit member shall remit that payment to the District excluding any travel allowance.

16.3 Unpaid Leave of Absence

16.3.1 Unpaid Leave of Absence

16.3.1.1 Reasons for Leave

The District may grant unpaid leaves for the following reasons:

- Personal business, including but not limited to, change of residence and family matters;
- professional growth, study, and travel leave (an experience increment is not given for study or travel leave of this type);
- any of the reasons provided for in the California Family Rights Act ("CFRA") and/or the federal Family Medical Leave Act ("FMLA");
- caring for a biological child, stepchild, adopted child, and/or an older child;
- child bearing or adoption preparation;
- Public Service.

16.3.1.2 Approval of Unpaid Leave

A unit member shall not be eligible for an unpaid leave until the unit member has attained permanent status and has completed at least three years of service to the District. For good cause, the Director of Human Resources may determine that a temporary or probationary unit member with three years of District service is eligible for an unpaid leave. Unit members qualifying for leaves mandated by the California Pregnancy Disability Act ("PDL"), the CFRA, or the FMLA need not have attained permanent status or completed three years of service.

Unpaid leaves shall be for a period of one year. The unit member may apply for up to a maximum of one additional year of unpaid leave. All unpaid leaves of absence require Governing Board approval.
Approval of all requests for unpaid leave is solely at the Governing Board's discretion.

16.3.1.3 No Compensation

While a unit member is on an unpaid leave, the unit member shall not be paid salary or benefits, shall not advance on the salary schedule, and shall not earn retirement credit. Unit members on Family Leave described in Section 16.3.2 shall be entitled to District paid group health benefits during the period of leave on the same basis as coverage would have been provided had the unit member not taken family medical leave.

16.3.1.4 Credit Toward Permanent Status

Days on unpaid leave shall not count toward earning permanent status for probationary unit members.

16.3.1.5 No Loss of Earned Status

Unit members on unpaid leave shall retain all previously earned salary step placement, increments, accumulated unused sick leave, and other employment status earned while in active service with the District.

16.3.1.6 Submission of Request for Unpaid Leave

Except in emergency situations, unit members must submit an unpaid leave request to their immediate supervisor as soon as practicable and no later than March 1 of the school year preceding the date requested for the start of the leave. Except in emergency situations, a request for an unpaid leave beginning at the start of a school year must be submitted no later than March 1 of the preceding school year. Unpaid leave requests must specify the dates the unit member wishes to begin and end the unpaid leave.

16.3.1.7 Return To Work Notice

No later than March 1 of the year in which the leave ends, the unit member shall inform the District in writing whether the unit member intends to return to work for the subsequent school year. A unit member who fails to give the District this notice and subsequently returns to work is not guaranteed otherwise applicable return rights and will be assigned to a position for which the unit member is credentialed and

qualified.

16.3.1.8 Assignment Upon Return From A One Year Unpaid Leave

As long as a unit member notifies the District in writing no later than March 1 of the school year in which the leave ends, a unit member returning from a one-year leave for the subsequent school year has the right to return to his/her original school in a comparable position (e.g., K-3, 4-5) provided there has been no program change or change in enrollment patterns. If there has been a change in program, or if changing enrollment patterns prevent return to the original school, the returning unit member may apply for any vacancy that exists in the District. This section will only be valid for each unit member once within any three-year period.

16.3.1.9 Continuation of Leave

A unit member who is granted an unpaid leave of less than a full school year may request a continuation of the leave to the end of that school year.

16.3.1.10 Return From A *Less Than One Year* Leave

If the unit member returns from a leave of shorter duration than one year, the unit member many receive an interim assignment where a vacancy exists. At the end of the school year, the unit member has a right to return to the unit member's original school in a comparable position (e.g., K-3, 4-5) except where there has been a change in program or where changing enrollment patterns prevent return to the original school. This section will only be valid for each unit member once within any three-year period.

16.3.1.11 Return From A *More Than One Year* Leave

A unit member returning from a leave of absence of more than one year will be assigned to a position for which the unit member is credentialed and qualified.

16.3.1.12 Return Before Scheduled Date

A unit member who wishes to return to work before the scheduled expiration of an unpaid leave may request in writing an immediate assignment to a unit position. The District will assign the unit member as soon as a position for which the unit member is credentialed and qualified, including an interim assignment, is available.

16.3.1.13 Health, Dental, and Vision Benefits

Unit members on unpaid leave may choose to retain and pay for health and welfare benefits, subject to the insurance carrier's approval. The unit member on leave shall pay the total monthly premium and send the remittance to the District Office by the fifth working day of each month. The District will also accept quarterly premium payments paid in advance.

16.3.2 Family And Medical Leave Act

The Federal and state family medical leave acts entitle qualified employees up to 12 weeks of unpaid leave per year to care for a spouse, domestic partner, or an immediate family member with a serious health condition, or when a serious health condition renders employees unable to work.

Domestic partnership shall be defined as meeting all the criteria of California Family Code Section 297, et seq. and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq. registering the domestic partnership.

16.3.2.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement and District family care and medical leave policies will be applied in conformance with the FMLA and the CFRA.

16.3.2.2 Entitlement to leave for the purposes of the unit member's own illness is satisfied by leaves taken pursuant to Sections 16.1.1, 16.1.2, 16.1.3 and 16.4.

16.3.2.3 Unit members on family medical leave as described in this Section (16.3.2) shall be entitled to District paid group health benefits during the period of leave on the same basis as coverage would have been provided had the unit member not taken family medical leave.

FMLA and/or CFRA leave will run concurrently with any paid or unpaid leave provided to a unit member under this Agreement for the same qualifying reason.

16.3.3 Peace Corps

16.3.3.1 A unit member who has rendered three years of service to the District may be granted an unpaid leave of absence up to a maximum of two years upon the recommendation of the Superintendent in order to accept service in the Peace Corps.

16.3.3.2 Credit for service with the District and advancement on the salary schedule will be granted provided officially verified evidence is furnished to the District that the Peace Corps assignment was in a field of teaching comparable to the experience the teacher would have had in the District.

16.4 Catastrophic Leave Bank

16.4.1 Definitions

16.4.1.1 The Association and the District have established a Catastrophic Leave Bank (CLB), the purpose of which is to provide qualifying unit members with additional sick days that have been donated by other unit members. In order to be eligible for a withdrawal from the CLB, the illness or injury must meet the definition of "catastrophic," and the unit member must have exhausted all accrued sick leave.

16.4.1.2 A catastrophic illness or injury, as defined in this Agreement, is an illness or injury that is expected to incapacitate the unit member, spouse, domestic partner, or dependent for 20 or more consecutive duty days, and requires the unit member to take time off from work. Taking such time off creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. (Education Code Section 44043.5)

16.4.1.3 A withdrawal from the CLB shall be limited to 40 days per unit member in any school year.

16.4.1.4 Withdrawals shall be granted in increments of no more than 20 days. Unit members may submit a request for one extension not to exceed a total withdrawal of 40 days.

16.4.1.5 The number of days that may be withdrawn by all participants in any school year shall be limited to 240 days.

16.4.1.6 If a unit member requires additional leave beyond that which can be withdrawn from the CLB, the unit member shall be placed on differential pay, i.e., the unit member shall be paid the difference between his or her salary and the salary paid a substitute. The total number of days that the unit member can remain on differential pay is limited to five months or 100 days.

16.4.1.7 The order in which these leave days are used shall be as follows:

- All accumulated sick leave;
- catastrophic leave;
- differential pay (up to five months).

The accumulated sick leave and the five-month period shall run consecutively. (Education Code Section 44977)

16.4.2 Administration

The CLB shall be administered by a committee comprised of three members appointed by the Association. The CLB Committee shall receive withdrawal request, verify the validity of requests, approve or deny the request, and communicate its decisions, in writing, to the unit member and the District.

16.4.3 Eligibility and Contributions

16.4.3.1 All unit members on active duty with the District are eligible to contribute to the CLB. Contributions shall be in increments of seven and one-half (7-1/2) hours. Such time shall be deducted from the unit member's sick leave. All transfers of sick leave days are irrevocable.

16.4.3.2 Participation is voluntary, but requires contribution to the CLB. Only contributors will be permitted to withdraw from the CLB.

16.4.3.3 The contribution, on the appropriate form, shall be authorized by the unit member, who shall acknowledge that the donation of sick leave is irrevocable and binding.

16.4.3.4 Leave from the CLB may not be used for illness or disability that qualifies the unit member for workers' compensation benefits.

16.4.3.5 When the Committee may reasonably presume that the unit member may be eligible for STRS disability retirement, the Committee shall request that the unit member apply for such disability retirement. If denied benefits by STRS, the unit member may then apply for a withdrawal from the CLB. The unit member must furnish proof that STRS denied benefits.

16.4.3.6 Unit members applying for a withdrawal from the CLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. In addition, the unit member may be required to sign a form authorizing the release of

the necessary medical information to the District and the CLB Committee. The District and the members of the CLB Committee shall keep information regarding the nature of the illness confidential.

16.4.3.7 To be considered eligible for a withdrawal, the unit member must have exhausted all accrued sick leave.

16.4.3.8 If the CLB Committee denies a request for a withdrawal because there are not enough days in the Leave Bank, the Committee shall notify the unit member, in writing, of the reason for the denial.

16.4.3.9 No grievance may be filed against the District if a unit member's request for a withdrawal is denied. No action may be taken against the Association if a unit member's request for a withdrawal is denied.

16.4.4 Open Enrollment

16.4.4.1 New hires, unit members not previously enrolled, and unit members returning from leave will be permitted to contribute to the CLB within 30 work days of beginning work. The Association shall be responsible for enrolling all unit members wishing to contribute to the CLB.

16.4.4.2 The District shall be responsible for notifying the Association of any new hires. The Association shall submit copies of enrollment forms to the District, which shall keep a record of all participants. Unit members who do not join the CLB during the open enrollment period shall not be eligible to withdraw from the CLB during that school year and must wait until the following year.

16.4.5 Required Contributions

16.4.5.1 When the number of banked sick leave days in the CLB falls to 40, all participants shall be required to contribute an additional sick day. This deduction shall be automatic. At least 15 work days prior to automatic deduction of sick leave, the Association will notify all participants that day of sick leave is being deducted and donated to the CLB. Once the deduction has taken place, the District shall post the deduction on the automated Human Resources system or shall send a follow-up notification to those employees who automatically donated a day. As part of the posting and/or notification, the District shall also provide each unit member with an update of his or her accrued sick days.

16.4.5.2 If a unit member does not wish to donate the additional day, he/she must notify the Association in writing 10 work days prior to the scheduled deduction date. Unit members who choose not to donate shall become ineligible for the CLB. Previous donations shall not be returned.

16.4.5.3 If the participant has no remaining sick leave at the time of the new assessment, but wishes to remain a member of the CLB, he/she need not contribute the additional day to remain a participant in the CLB for that year; however, at the beginning of the following school year, that unit member must contribute a day of sick leave in order to remain a member of the CLB.

16.4.5.4 Any unit member who has not previously donated a day to the CLB may donate during the automatic deduction period, but is not required to do so.

16.4.6 <u>District Responsibility</u>

16.4.6.1 On September 30, January 10, March 30, and June 30 (and as needed), the District shall provide the CLB Committee with the following information:

- The total number of days available in the CLB.
- The names of participating members, with the number of days donated and/or used.
- The date of any withdrawals, with the total number of days withdrawn.

ARTICLE 17: ASSIGNMENTS, CHANGE OF ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

To effectively use District personnel and facilities and to offer the best educational program for students, the District must reserve its right to place each unit member in a position for which the unit member is credentialed, competent, and qualified. The District and GTA agree that unit members are employed as District employees and not as employees of any particular site or program. The District shall not arbitrarily or capriciously transfer a unit member or change a unit member's assignment.

17.1 Relationship Of Evaluation And Discipline To Transfers, Assignments, And Changes Of Assignment

The District shall not transfer a unit member or change the unit member's assignment in lieu of a negative evaluation. Instead, the District shall evaluate unit members according to the provisions of the Education Code and Article 14: Evaluation Procedure. As one element of a unit member's Performance Improvement Plan, however, the District may transfer a unit member and/or change the unit member's assignment. The Performance Improvement Plan is described in Section 14.11.5.

The District may also transfer a unit member in an attempt to resolve discipline issues if District administration determines it to be in the best interest of the unit member and school site or program.

If the District seeks to transfer a unit member as part of a discipline process, prior to the transfer, the Superintendent (or designee) will meet with the unit member and the GTA President or designee. The intent of this meeting is for the Superintendent (or designee) to identify the specific issue(s) and discuss possible solutions with the unit member. The Superintendent (or designee) shall inform the unit member of the issue(s), remedies, timelines for improvement, and assistance to be rendered by the District. The Superintendent (or designee) shall provide the unit member with a written summary of the meeting. Both parties shall sign the summary. If, after reasonable effort by both parties, the issue still exists, the District may, as a last resort, transfer the unit member. Any transfers used for disciplinary reasons shall be limited to openings and vacancies unless another unit member volunteers to vacate the position to which the Superintendent seeks to reassign a unit member.

In the event that a unit member commits an egregious violation of District standards, the District may use transfer as a disciplinary measure without providing the unit member with the assistance or time described above.

Transfers shall not be arbitrary or capricious.

17.2 Definitions

17.2.1 Assignment

For purposes of this Article, "assignment' is the designation of a specific position or responsibilities within a school or department or work location. For TK-5 unit members, the "assignment" shall include the grade level, and/or subject. For 6-12 unit members, the assignment shall include the subject or subjects. "Assignment" does not include any extra-curricular duty described in Section 23.4 and Appendix D.

17.2.2 Change Of Assignment

For purposes of this Article, "change of assignment" is any change in a unit member's "assignment" as defined in Section 17.2.1. For 6-12 unit members, a "change of assignment" is an assignment to subjects not taught in any of the preceding two (2) years.

17.2.3 Layoffs

For purposes of this Article, "reassignment" is any change in a unit member's "assignment" as defined in Section 17.2.1 or "transfer" as defined in 17.2.4 as a result of a layoff pursuant to Education Code Section 44955, and which may be necessary to ensure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer or change in program that does not result from the District's obligation to reassign pursuant to Education Code Section 44955.

17.2.4 Transfer

For purposes of this Article, a "transfer" means a change in work location from one school or work site to another school or work site within the District. A unit member assigned to more than one work site shall be considered "transferred" only when moved from one District-wide program to another program. A transfer does not include or encompass the process of assignment to a specific position and responsibilities within the school, department, or work location. A transfer may be unit member initiated or District initiated.

17.2.5 Vacant

A "vacant" position refers to a newly established position or to an existing position to which no unit member has rights to return because the position has been vacated by the resignation, retirement, death, promotion, or termination of the incumbent.

17.2.6 Open

An "open" position means a position that is available because a unit member is on a leave of absence. The Education Code authorizes the District to fill "open" positions with temporary unit members or substitute employees. The District shall fill "open" positions on a year by year basis.

17.2.7 Conference

For purposes of this Article, a "conference" means a verbal communication between the unit member and the administrator(s), unless either party requests a face-to-face meeting.

17.2.8 Order Of Employment (Seniority)

A unit member's order of employment shall be defined as the first date of paid probationary service as stated on the Board approved Certificated Order of Employment.

17.3 Assignments And Change of Assignments

17.3.1 Assignments

Site administrators shall consider the following criteria when assigning staff: the unit member's credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, order of employment, the unit member’s preference, compliance with state and/or federal statutes, and the District’s projected or actual staffing needs of the school and students.

17.3.2 Assignments Preferences

No later than March 1 of each year, a unit member shall submit a District Placement Preference Form to the site administrator. When making assignments, the site administrator shall consider a unit member's preference.

17.3.3 Assignments For Next Year

No later than May 15th of each year, the site administrator shall prepare a schedule indicating the anticipated number of classes at each grade level and in each department. The schedule shall include unit member assignments for the next school year. Unit members shall be informed of this assignment no later than May 15th. After an assignment has been made, the site administrator shall not change the assignment of a unit member until the site administrator or the immediate supervisor has notified the unit member of the proposed change of assignment and has scheduled a conference with that unit member. The site administrator shall schedule the conference to be held no later than two (2) work days prior to the teacher's first work day or two work days before any official communication proposing a District-initiated change in assignment. Assignment notifications shall contain the following information about the unit member's assignment: FTE, position and site placement.

17.3.4 Unit Member-Initiated Change of Assignment

If the District determines that there is a vacant position at a school site, the site administrator shall notify the staff at that school site. No later than April 25, unit members currently assigned to that site may apply for the vacant position. No later than April 30, the Site Administrator shall apply the criteria stated in Section 17.3.1 and shall determine whether the unit members applying meet the criteria for the vacant position. In the event the Site Administrator applies this criteria and determines that two or more bargaining unit members currently assigned to the site are equally qualified for a vacant assignment, the Site Administrator shall select the bargaining unit member with the earliest date on the order of employment.

Changes in assignments during the school year that would cause undue strain on the class or classes involved may be filled temporarily with a temporary unit member to complete the term or year on an interim basis. After considering input from the staff, the site administrator will make the decision. The unit member having requested the change of assignment and having been accepted for that position shall be assigned to the position at the beginning of the next semester or school year.

17.3.5 District-Initiated Change of Assignment

The District may initiate a change of assignment of unit members whenever necessary. Reasons for District-Initiated changes in assignment may include, but are not limited to, the following: shifting enrollment patterns, changes in or a reduction of programs, the needs of a specific educational need, school closure, opening a school, phasing out a program, and changes in funding. If the District determines that there is a vacant position at a school site, the site

administrator shall give two days notice to the staff at that school site. If after two days no unit members currently assigned to that site apply for the vacant position, the District shall post the vacant position for three days as described in Section 17.4. In the event the vacant position remains unfilled after July 15, the District may initiate a change of assignment. If the District determines that a District-Initiated Change of Assignment is necessary, the site administrator shall select a unit member for the vacant position by considering the following criteria: the unit member's credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, the unit member's preference, compliance with state and/or federal statutes, and the District's projected or actual staffing needs of the school and students. In the event the Site Administrator applies these criteria and determines that two or more bargaining unit members currently assigned to the site are equally qualified for a District-Initiated Change of Assignment, the Site Administrator shall select the bargaining unit member with the most recent date on the order of employment.

The site administrator shall hold a face-to-face conference with the unit member to discuss any proposed District-Initiated Change of Assignment. The conference shall be held at least two (2) work days before the effective date of the change of assignment or two (2) work days before any official communication proposing a district-initiated change of assignment.

In the event that an involuntary reassignment involves a move to a different location, all instructional materials will be packed, labeled and unpacked by the unit member. Unit members will be compensated at the contractual non-instructional rate in section 23.7.2, up to a maximum of 24 hours.

17.3.6 Changes Of Assignment To Resolve Conflicts

During the school year prior to implementing a District-Initiated Change of Assignment, to resolve conflicts among unit members, the site administrator shall take the following steps:

- Meet with the unit member(s) about the need to resolve their conflicts and to improve the communication and collaboration among unit members; and

- Inform the unit member(s) that unless the unit member(s) can meet District standards for communicating, collaborating, and planning with other District employees, the site administrator may change the unit member's assignment by a District Initiated Change Of Assignment.

17.3.7 Written Statement Of Reasons

If a Unit Member-Initiated Change Of Assignment has been denied, or a District Initiated Change Of Assignment has been made, the unit member may request in

writing that the District provide the unit member with specific reasons. The District shall respond in writing within 10 work days.

17.3.8 During The School Year District-Initiated Change Of Assignment

If the District-Initiated Change of Assignment occurs after the first unit member duty day and requires a curriculum change, the unit member affected by the reassignment shall be released from his/her current assignment and shall be granted up to three (3) work days to prepare for the new assignment. The Site Administrator and the affected unit member shall mutually agree to the number of work days up to three days. If the change in assignment involves a change in work location at that particular site, the site shall, at the unit member's request, remove any non-District materials left in the classroom by a terminated, retired or resigned unit member vacating the classroom.

17.3.9 Limitation On District-Initiated Change Of Assignment

The District will make a good faith effort to avoid implementing a District-Initiated Change of Assignment more frequently that once every two (2) consecutive years.

17.4 Transfer

17.4.1 Unit Member Initiated Transfers

17.4.1.1 Posting Vacant Positions

From April 15 through May 21, the District shall notify unit members of new vacancies through District email. Beginning on May 22nd each year, the District shall post a link to advertisements for vacancies on the District website.

The District may advertise the vacant positions to non-bargaining unit candidates during the same period of time that the vacant positions are posted for bargaining unit candidates. Except for vacant positions filled with a probationary or permanent unit member by a District-Initiated Transfer, positions that become vacant during the school year (the period beginning July 15 and ending June 1) shall be filled as interim assignments and shall be posted as vacant for the following school year.

17.4.1.2 Selection For Unit Member-Initiated Transfers

In determining whether a unit member will be granted a requested transfer, the District shall consider the following criteria when assigning staff: unit member's

credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, order of employment, the unit member's preference, compliance with state and/or federal statutes, and the District's projected or actual staffing needs of the school and students.

In the event the District applies these criteria and determines that two or more bargaining unit members currently assigned to the site are equally qualified for an assignment, the District shall select the bargaining unit member with the earliest date on the order of employment.

17.4.1.3 Unit Members And Non-Unit Members

Prior to April 15th, the District may consider both bargaining unit and non-bargaining unit candidates for each vacant position. In the event the District applies the criteria stated in Section 17.4.1.2 and determines that a bargaining unit member and a non-bargaining unit candidate are equally qualified, the District shall select the bargaining unit member for the vacant position. After April 15th, unit members and non-unit members shall have equal consideration.

17.4.1.4 Statement Of Reasons

A unit member refused a transfer in a Unit Member Initiated transfer may request in writing that the District provide the unit member with the specific reasons for refusing the transfer. The District shall respond in writing within 10 working days.

17.4.2 District Initiated Transfer

17.4.2.1 Basis For District-Initiated Transfer

The District may initiate transfers of unit members whenever necessary. Reasons for District-Initiated transfers may include, but are not limited to, the following: shifting enrollment patterns, changes in or a reduction of programs, the needs of a specific educational need, school closure, opening a school, phasing out a program, or changes in funding.

17.4.2.2 Request For Volunteers Before District-Initiated Transfer

The District shall seek a volunteer to be transferred to the vacant position at another site before making a District-Initiated transfer.

17.4.2.3 Choice of Vacant Positions

Whenever more than one vacant position is available, the District shall ask

the volunteering or selected unit member to select in writing one of the vacant positions. The District shall honor the unit member's choice of vacant positions as long as the unit member meets the following criteria: the unit member's credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, order of employment, the unit member's preference, compliance with state and/or federal statutes, and the District's projected or actual staffing needs of the school and students.

17.4.2.4 Transfers To Resolve Conflicts

During the school year prior to implementing a District-Initiated Transfer to resolve conflicts among unit members, the site administrator shall take the following steps:

- Meet with the unit member(s) about the need to resolve their conflicts and to improve the communication and collaboration among unit members; and

- Inform the unit member(s) that unless the unit member(s) can meet District standards for communicating, collaborating, and planning with other District employees, the District may transfer the unit member by a District-Initiated Transfer.

17.4.2.5 Selection of Unit Member For District-Initiated Transfer

The District shall select which unit member shall be transferred in a District-Initiated transfer by applying the following criteria: unit member's credentials, teaching experience in a subject matter or grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, the unit member's preference, compliance with state and/or federal statutes, and the District's projected or actual staffing needs of the school and students. In the event the District applies these criteria and determines that two or more bargaining unit members are equally qualified for the vacant position to be filled by a District-Initiated transfer, the Site Administrator shall select the bargaining unit member with the most recent date on the order of employment.

In the event that a unit member is involuntarily transferred, all instructional materials will be packed, labeled, and unpacked by the unit member. Unit members will be compensated at the contractual non-instructional rate in section 23.7.2, up to a maximum of 24 hours.

17.4.2.6 Notice Of District-Initiated Transfer

A unit member affected by a District-Initiated transfer for the ensuing school year shall be given notice as soon as possible. A reasonable effort will be made to notify the unit member seven calendar days before student contact. This notice shall include the date of a conference to be held between the appropriate management person(s) and the unit member in order to discuss the reasons for the transfer and shall include notification that the unit member has the right to request the presence of an Association representative at this conference. The District shall, if requested by the unit member, provide the unit member with a written statement of reasons before a District-Initiated transfer is affected.

17.4.2.7 During School Year District-Initiated Transfer

If the District-Initiated transfer occurs after the first unit member work day, the unit member affected by the transfer shall be released from his/her current assignment and shall be granted three work days to prepare for the new assignment, with the possibility of more days if mutually agreed to by the parties. At the unit member's written request, the receiving school site shall remove any non-District materials left in the classroom by a terminated, retired or resigned unit member vacating the classroom.

The District shall give the selected unit member the opportunity to select a vacant position as described in Section 17.4.2.3.

17.4.2.8 Statement Of Reasons

A unit member transferred in a District-Initiated transfer may request in writing that the District provide the unit member with the specific reasons for the District-Initiated transfer. The District shall respond in writing within 10 working days.

17.4.2.9 No District-Initiated Transfer For Two Years

For the two-year period after a probationary or permanent unit member is transferred by a District-Initiated Transfer, the District shall not implement another District-Initiated transfer of that unit member.

17.5 Reassignment Due To Layoff

Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within 10 work days of the effective date of such reassignment and, in addition, upon request, will be entitled to a conference with the principal and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

17.6 Returning From Leave

17.6.1 Return From Leave Of Absence

17.6.1.1 All Leaves

No later than March 1, a unit member returning from a leave of absence must notify the District in writing of the unit member's intent to return to work at the beginning of the next school year.

17.6.1.2 Leaves Of One Year Or Less

A unit member returning from a leave of absence of one year or less shall have the rights stated in Section 16.3.1.10. If the unit member's assignment prior to the leave has been eliminated because of a layoff, change in program, change in enrollment or other reason that prevents return to the prior assignment, the District shall assign the unit member to any open or vacant position for which the unit member meets the criteria stated in Section 17.3.1.

By failing to notify the District by March 1, the unit member relinquishes the right to return to the assignment held prior to the leave.

17.6.1.3 Leaves Of More Than One Year

A unit member returning from a leave of absence of more than one year shall have the rights described in Section 16.3.1.11, except where there has been a change in program or change in enrollment that prevents return to the original assignment.

17.6.2 Return From Shared Assignment Leave

17.6.2.1 Leaves Of Two Years Or More

The District may assign a unit member returning to a full-time assignment from a shared assignment leave of two years or more to any open position or vacancy.

17.6.2.2 Leave of One Year

If a unit member returns to a full-time assignment from a shared assignment leave of one year and notifies the District in writing no later than March 1, the unit member shall have the option but shall not be compelled to return to the assignment held prior to the shared assignment leave. If the unit member's assignment prior to the leave has been eliminated because of a layoff, change in program, change in enrollment or other reason that prevents return to the prior assignment, the District shall assign the unit member to any open or vacant position for which the unit member is competent and qualified.

17.7 Resignation And/Or Retirement

If a unit member intends to resign or retire and will not be available to work for the following school year, GTA and the District encourage the unit member to submit a written resignation or notify the District in writing as early as possible and no later than ten (10) work days prior to the last instructional day. An early resignation or retirement, or a written notice may create a vacancy and may give another unit member the opportunity to transfer or change assignment.

17.8 Classroom Assignments

If a Site Administrator anticipates moving unit members from one classroom to a different classroom, the Site Administrator shall inform affected unit members no later than June 1. If the administrator fails to inform the unit member of an involuntary move prior to June 1, the unit member shall be entitled to the level of compensation and/or support specified in section 17.3.6.

ARTICLE 18: EARLY RETIREMENT

18.1 Early Retirement Service Agreement

The Board may enter into an Early Retirement Service Agreement with a certificated unit member who has rendered 10 years of consecutive full-time service to the District and who is at least 55, but not more than 60 years of age. The following conditions shall apply:

18.1.1 Acceptance of An Early Retirement Service Agreement with the District shall be purely voluntary on the part of the unit member.

18.1.2 Early Retirement Service Agreements shall be renewable on an annual basis for up to five years. A unit member must apply by March 1 in order to participate in the early retirement program for the following school year. The Superintendent shall present his/her recommendations regarding renewal to the Board. The Board shall have the final determination.

18.1.3 A unit member participating in the early retirement program may choose to terminate his/her agreement at the close of any school year.

18.1.4 Total days of service shall be rendered on consecutive working days unless some other arrangement is specifically agreed to by the parties to the agreement. The number of days to be worked will be specified in a signed agreement.

18.1.5 The minimum daily rate of pay shall be determined from the step and class of the salary schedule currently in effect. Compensation shall be determined by multiplying the daily rate by the agreed number of days to be worked. Compensation shall be at an annual rate equal to the State Teachers Retirement Systems' maximum allowance in effect at the time the Early Retirement Service Agreement commenced.

18.1.6 Participants in the early retirement program are employees; however, they are not reinstated as members of STRS, they are not members of the bargaining unit, and sick leave and other benefits are not applicable.

18.1.7 A retiree working pursuant to an Early Retirement Service Agreement with the District may elect to continue enrollment in the District's medical or dental group plans at his/her own expense, subject to any restrictions imposed by the insurance carriers.

Payment of premiums shall be made quarterly and must be received by the 25th day of the month preceding the quarter for which payment is due.

18.1.8 A retiree on an Early Retirement Service Agreement shall perform services that meet the District's needs. Services to be performed shall be specified in the signed Agreement. Projects for retirees may include, but will not be limited to, the following: special/unique curriculum projects; special/unique instructional media center material development; consultative demonstration teaching for progressive or advanced classes; consultation or in-service program development; consultation on developing multi-cultural activities; consultative services for analyzing and interpreting test data; consultation on the development/revision of District policies or regulations; consultative services in developing new programs or in meeting new requirements for public schools. Certificated staff will be encouraged to suggest project needs.

18.1.9 The retiree shall indemnify the District, its officers, agents and employees from all loss or damages for death, sickness, or injury to person or property, including (limited to extent insurable) all consequential damages sustained while arising from or connected with his/her service which damages are proximately caused by the consultant's negligence or intentional torts.

ARTICLE 19: PART-TIME TEACHING WITH FULL RETIREMENT CREDIT (WILLIE BROWN ACT)

19.1 Part-Time Teaching With Full Retirement Credit (Willie Brown Act)

Eligible unit members may reduce their workload from full-time to half-time while maintaining full-time health benefits and STRS status for retirement.

19.1.1 Eligibility

Participating unit members must meet all of the following requirements:

- Unit members shall have been employed by the District for at least 10 years in certificated positions.

- For the five years immediately preceding the unit member's reduction to part time, the unit member must have been employed full-time by the District.

- The unit member must be at least 55 years of age and not more than 70 years of age. A unit member who reaches the age of 70 during the school year may remain on the half-time workload for the rest of that school year.

- The unit member agrees to perform an equitable share of non-teaching duties. As part of the eligibility determination, the unit member shall meet with the site administrator and agree in writing to the unit member's non-teaching duties described in Sections 12.8, 12.9, and

- 12.10 of this Agreement. If the site administrator and the unit member cannot reach a mutual agreement, the duties shall be mutually determined by the Assistant Superintendent of Human Resources and the unit member.

- The unit member is willing to perform one-half of the instructional contact time required of full-time unit members.

19.1.2 Request To Reduce Employment To Half-Time

A unit member interested in participating in this program shall submit the appropriate application form to the Human Resources Department no later than March 1. The District shall determine the eligibility of the unit member and notify the unit member no later than June 1. After the unit member has been notified of eligibility for the program, the unit member shall be a program participant and the unit member shall not be assigned to a full-time workload unless the unit member's participation is revoked as described in Section 19.1.3.

19.1.3 Request To Return To Full Time Employment

To revoke participation in this program, both the unit member and the District must consent to the revocation. The unit member may request to return to full time employment for the next school year. The unit member's request must be submitted in writing to the Human Resources Department prior to March 1.

19.1.4 Salary

Unit members participating in the program shall be placed on the salary schedule and advance on the salary schedule in the same manner as if they had been working full-time. While a unit member is participating in this program, the unit member's salary shall be one-half of the unit member's full-time salary.

19.1.5 Benefits

Participating unit members' health and welfare benefits shall be the same as if the unit members were working full-time.

19.1.6 Retirement

Participating unit members and the District shall contribute to STRS as if the participating unit members were full-time. Full-time retirement credit for half-time (50%) work shall not exceed five years. Unit members who leave the program or terminate their employment with the District before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for services not actually performed will be returned to the unit member and the District.

19.1.7 Sick Leave

Unit members participating in this program will earn one-half the amount of sick leave that would have been earned in full-time employment. A unit member in this program will use earned and accumulated sick leave on the same basis as his/her employment.

19.1.8 Savings Provision

The Part-Time Teaching With Full Retirement Credit (Willie Brown Act) program is authorized by the California Education Code provisions pertaining to part-time teaching with full retirement credit (Sections 22713 and 44922), and if those Education Code provisions are repealed during the term of this Agreement, this section shall become inoperative.

19.1.9 Relationship To Other District Retirement Programs

Participation in this program does not preclude a unit member from participating in another District retirement program. However, the unit member shall not participate concurrently in this program and another District retirement program.

19.2 Unit Member Duties and Responsibilities

Unit members participating in Part-Time Teaching with Full Retirement Credit (Willie Brown Act) shall follow Section 21.10 and receive a preparation period based on Section 21.6 and 21.7.

ARTICLE 20: SHARED ASSIGNMENTS IN ELEMENTARY SCHOOLS

20.1 Shared Assignment Informational Meeting

At least once each school year, the District and GTA shall invite interested unit members to a shared assignment informational meeting. At this meeting, the District and Association shall explain the requirements for shared assignments and present examples of successful shared assignment models.

20.2 Shared Assignment Proposals

Shared assignment proposals must be mutually agreed upon by the supervising administrator, the affected certificated unit members, and the Superintendent prior to being submitted to the Governing Board. Both participating unit members must assume full responsibility for the assignment including responsibility for students. Parent-teacher conferences, written Student Progress Reports, and Retention Recommendations will be the joint responsibility of the shared assignment team.

Each proposal shall include the following elements:

20.2.1 The instructional design of the program, methods, basic materials (i.e., reading texts), and instructional approaches that must reflect the District's instructional design and programs.

20.2.2 The specific work site of the shared assignment.

20.2.3 Individual work calendars showing the specific days and times each participant will work for the entire year. (Use the prior year's calendar as a sample if the new calendar has not been adopted.)

20.2.4 Designated times for participants to meet with each other, with fellow unit members or with other unit members (e.g., support staff) to confer about student progress, to diagnose student needs, and to establish working relationships.

20.2.5 A plan for parent-teacher conferences and completion of written Pupil Progress Reports.

20.2.6 An explanation of how the shared assignment will minimize disruption of the educational program for students.

20.2.7 A plan to ensure consistent classroom management. Consistent classroom management includes: (1) behavior and discipline standards; (2) methods by which classroom assignments will be given, collected, and evaluated; (3) methods by which students' progress will be monitored and recorded; and (4) methods by which unit members communicate daily information about students.

20.2.8 Provisions for communicating with parents and appropriate school personnel.

20.2.9 Agreement that both shared assignment team members shall attend the three staff development days included on the salary schedule.

20.2.10 When one unit member is absent for illness or other paid leave, a plan for unit members to trade days and substitute for each other whenever possible at the substituting teacher's per diem rate of pay.

20.3 Participation

Unit members may participate in the Shared Assignment Program. Unit members may submit a request for shared assignments as a team. If a unit member has not identified the other team member for a shared assignment, the unit member may submit the proposal request individually. Following the procedures in Article 17, the District shall advertise the shared assignment. The unit member shall submit the request no later than January 15 for the following Fall semester or no later than April 15 for the following Spring semester.

20.4 Timelines

To be eligible for a shared assignment for the following school year, the permanent unit member must submit a written shared assignment proposal to the supervising administrator no later than March 1. To be eligible for a shared assignment for the second semester of the following school year, the unit member must submit a written shared assignment proposal to the supervising administrator no later than September 15. To reject the shared assignment proposal, the supervising administrator shall provide a written rejection statement including the basis for the rejection no later than April 15 or October 15. If a proposal is rejected, the unit members shall have the opportunity to rewrite and submit the proposal no later than April 30 or October 30. No later than May 10 or November 10, the supervising administrator shall provide a written approval or rejection notice to the unit member. All approved proposals must be submitted to the Human Resources Department no later than May 15 or November 15.

20.5 Waiver Of Timelines

In extenuating circumstances, a unit member may request a waiver of this Article's timelines. When appropriate, the District will grant the unit member's request.

20.6 Shared Duties And Responsibilities

Unit members participating in a shared assignment shall perform all duties and responsibilities routinely assigned to unit members within a school or department that include, but are not limited to the following:

20.6.1 At the discretion of the participating unit members, one or both unit members shall attend all pre-service orientation days, Back-To-School and Open House Nights, and Fall Conference Days on the same basis as full-time unit members.

20.6.2 The unit member on duty shall attend staff meetings. Unit members sharing an assignment are responsible for communicating all information disseminated in meetings.

20.6.3 Unit members shall equitably share non-teaching duties.

20.7 Salary Benefits

20.7.1 Each participating unit member will receive a salary prorated at the percentage of a full-time salary that the participant's assignment is related to a full-time assignment.

20.7.2 Unit members on part-time service whose daily service is half-time (50%) or more shall accumulate service time as though they were teaching full-time for the purpose of advancement on the salary schedule. Unit members working less than 50 percent (50%) of a normal assignment shall be eligible for prorated increments for the purpose of advancement on the salary schedule.

20.8 Fringe Benefits

20.8.1 Health and welfare benefits, leave benefits, and STRS contributions shall be prorated at the percentage that the participant's assignment is related to a full-time assignment. Unit members participating in a "Willie Brown" program shall be eligible for full health benefits and full STRS contributions as described in Sections 19.1.5 and 19.1.6.

20.8.2 Each participating unit member may maintain full health and welfare benefits by paying any additional premiums quarterly in advance.

20.9 Requests To Return To Full-Time Assignment

A unit member who, immediately prior to accepting a shared assignment, was a full-time unit member, shall have the right to return to a full-time certificated position at the beginning of the following school year.

20.9.1 If, due to declining enrollment or to the reduction of services, the unit member's previously held position is no longer available, then the unit member shall be assigned to a position in accordance with appropriate provisions of Article 17 of the Agreement.

20.9.2 This Shared Assignment Program does not preclude a unit member from receiving a layoff notice under California Education Code.

20.10 Number of Shared Assignment Contracts

The number of shared assignments will be at the discretion of the site administrator/program manager with the approval of the Superintendent.

20.11 Duration of Shared Assignment Program

Shared assignments shall be approved for one year or one semester. The shared assignment may be renewed annually with the approval of the supervising administrator, Assistant Superintendent or designee, the Superintendent, and the Governing Board.

20.11.1 Permanent and probationary unit members participating in the Shared Assignment Program will be placed on "shared assignment leave" for the duration of the shared assignment.

20.12 Substituting

20.12.1 When one member of a shared assignment team is absent for illness or other paid leave, the remaining team member is encouraged to take over full-time for the period of absence at the remaining team member's per diem rate of pay.

20.12.2 When a member of a shared assignment team is on an unpaid leave of absence and the remaining team member agrees to assume full-time teaching responsibilities for the assignment during the unpaid leave, the remaining member shall receive his/her regular per diem rate of pay and all regular benefits that accrue to full-time unit members.

20.13 Tenure

Shared assignment status shall not constitute a break in service.

20.14 Time Sharing

Unit members may share an assignment if the proposed assignment is compatible with scheduling requirements and ensures consistency of the instructional program.

20.15 Dissolution Of Shared Assignment/Reduction In Force

Upon the dissolution of a shared assignment, the unit members shall be assigned according to the provisions of Section 17.2.2.

ARTICLE 21:PART-TIME OR SPLIT ASSIGNMENTS

21.1 Early Retirement Excluded From This Article

This Article does not apply to full-time permanent unit members seeking part-time assignments under the provisions of Education Code Section 44922, known as the "Willie Brown Act." A unit member seeking an early retirement, part-time teaching with full retirement credit under the Willie Brown Act must submit an application and meet the standards contained in Article 19 of this Agreement.

21.2 Permanent Full-Time Unit Members

21.2.1 Application

A permanent, full-time bargaining unit member may submit an application requesting a reduction from a full-time to a part-time assignment. The application must include a request for an unpaid Reduction Of Contract leave of absence corresponding to the difference between the full-time and the part-time assignment. The permanent full-time unit member shall submit the request for assignment reduction and corresponding unpaid leave to the District Human Resources Department no later than the last workday in January for the following Fall semester or no later than the last workday in April for the following Spring semester.

21.2.2 Impact On Seniority

A permanent full-time bargaining unit member who applies for and participates in a reduction from a full-time to a part-time assignment and takes an unpaid Reduction Of Contract leave of absence shall not have a "break in service" during the unpaid reduction of contract leave and shall retain the unit member's date of employment. Note*: For probationary and/or temporary unit members, the time on leave of absence does not count as employment for purposes of achieving permanent status. (See Education Code Section 44975.)*

21.2.3 Approval Of Request

A permanent full-time bargaining unit member's reduction to a part-time assignment must be mutually agreed upon by the supervising administrator, the affected bargaining unit member, and the Superintendent prior to being submitted to the Governing Board. No permanent full-time unit member shall move from a full-time to a part-time assignment without Governing Board approval.

21.2.4 Request To Return To Full-Time Assignment

A permanent full-time unit member shall have the right to return to a fulltime assignment under the following conditions:

- The permanent full-time unit member notifies the District Human Resources Department no later than the last workday in January for the following Fall semester or no later than the last workday in April for the following Spring semester; and

- If, due to declining enrollment or to the reduction of services, the unit member's previously held position is no longer available, the unit member shall be assigned to a position in accordance with appropriate provisions of Article 17 of this Agreement; and

- The unit member's reduction to a part-time assignment does not preclude the unit member from being laid off under California Education Code provisions.

21.3 Probationary Or Temporary Part-Time Unit Members

The District may employ probationary and/or temporary unit members as part-time certificated employees. Certificated employees initially employed for a part-time assignment may earn permanent status in the part-time position. The California Education Code controls the District's employment of probationary and temporary part-time certificated employees and controls how a probationary and/or temporary unit member earns permanent status. The number of temporary certificated employees shall not exceed the number of certificated unit members on leave of absence. (Ed. Code 44920)

21.4 Contract Articles Applicable To Part-Time Unit Members

A probationary or temporary unit member employed as a part-time certificated employee and any permanent, full-time unit member who applies for and is accepted for a Part-Time Assignment/Reduction Of Contract unpaid leave of absence shall be covered by all the articles of the collective bargaining agreement except Article 17: Assignments, Change of Assignments, Transfer, and Reassignments. The District may assign a probationary or temporary unit member employed as a part-time certificated employee and a permanent, full-time unit member participating in a Part-Time Assignment/Reduction Of Contract unpaid leave of absence to any assignment for which the unit member is credentialed and qualified.

21.5 Medical, Dental, Life, And Vision Benefits

Part-time unit members shall be entitled to District contribution toward benefits as described in Section 25.6 of this Agreement. In addition, permanent full-time unit members on a Reduction Of Contract unpaid leave may maintain full health and welfare benefits by paying any additional premiums quarterly in advance under the terms described in Section 25.7.

21.6 High School Prorated Compensation And Preparation Periods

For the purpose of this section, a preparation period shall be defined according to Section 12.4.5. A part-time unit member employed at a high school shall earn a prorated salary and preparation period according to the following chart:

Teaching Periods	Preparation Period Section 12.4.5	Compensation
1	None	20% FTE
2	None	40% FTE
3	One	60% FTE
4	One	80% FTE
5	One	100% FTE

21.7 Middle School Prorated Compensation And Preparation Periods

For the purposes of this section, a preparation period shall be defined according to Section 12.4.4. A part-time unit member employed at a middle school shall earn a prorated salary and preparation periods according to the following chart:

Teaching Periods	Preparation Period Section 12.4.4	Compensation
1	None	17% FTE
2	None	34% FTE
3	None	51% FTE
4	One	66% FTE
5	One	85% FTE
6	One	100% FTE

21.8 Salary Schedule Advancement

A part-time unit member working 50% or more shall accumulate service time as though they were teaching full-time for the purpose of advancement on the salary schedule. Part-time unit members working less than 50% shall be eligible for prorated increments for the purpose of advancement on the salary schedule.

21.9 Extra Duty/Extra Pay Stipends

A part-time unit member who has full responsibility for an extracurricular activity and performs all the duties of an extracurricular position listed on Appendix D and referred to in Section 23.4 shall be paid the full amount of the applicable Extra Duty/Extra Pay stipend.

21.10 Part-Time Unit Member Duties And Responsibilities

As stated in Article 12, a part-time unit member shall be present at the school site for a period of time sufficient to carry out all professional duties and responsibilities of the unit member's assignment. Professional duties include, but are not limited to, reporting to the work site no less than 16 minutes before the start of the unit member's first assigned class, collaborating with colleagues, helping or conferencing with one or more students and parents, participating in meetings as specified in Section 12.9, and planning. Part-time unit members shall comply with Article 12 provisions subject to the following specific modifications:

21.10.1 Staff Meetings

Part-time unit members employed as a 80% or more FTE shall attend all staff meetings. All part-time unit members shall be responsible for obtaining all information disseminated in staff meetings and at other mandatory site meetings.

21.10.2 Lunch Duty-Fee Lunch

A part-time unit member employed as a 50% or more FTE shall be entitled to a duty-free lunch period as defined in Section 12.5.

21.10.3 Adjunct Duties

All part-time unit members shall perform a prorated and equitable amount of adjunct duties as described in Section 12.8.

21.10.4 Staff Development Days

A part-time unit member employed as a 60% or more FTE and teaches in the core subject areas (Math, English, Science and History) shall attend and participate in the staff development days described in Sections 12.1.3 and 12.12.4 and shall be compensated at their per diem rate for attendance beyond their contracts. All other part-time unit members shall only be required to attend the portion of the staff development day that corresponds to their FTE percentage.

21.10.5 Parent Conferences

A part-time unit member employed as a 50% or more FTE shall perform a prorated and equitable amount of parent conferences as described in Section 12.7.4.

ARTICLE 22: CONTRACT WAIVER PROCEDURES

22.1 Submission Of Waiver

The waiver request shall be submitted to the Association President and the District Superintendent.

22.2 Waiver Request

A waiver request shall include the specific provision of the collective bargaining agreement to be waived, the replacement language that will be in effect in place of the waived language, and verification that at least 90% of the unit members at the site have voted on the waiver request, and at least 67% of votes are in favor of the waiver. The Association will conduct the vote.

22.3 Approval Of Waiver Request

If the waiver involves an adjustment to the collective agreement, the waiver does not become effective until the waiver is approved in writing by the Association and the District Governing Board. As a general rule, the District Governing Board and the Association shall decide whether to approve or deny a waiver request within 30 calendar days after receiving the request.

22.4 Duration Of Replacement Language

When a waiver request is approved, replacement language shall be in effect for a one year pilot period. The replacement language shall expire at the end of the one year pilot period unless the waiver is approved for an extension. The same rules as applied in Section 22.2 for approval of the waiver shall apply for any extension. If the school site requests an extension of the waiver and the extension is approved by the District Governing Board and Association, the replacement language shall remain in effect for up to a three year period.

22.5 Record Of Waivers

All approved waivers shall be reduced to writing and numbered for record keeping.

22.6 Past Practice

Implementation of replacement language shall not establish a past practice.

ARTICLE 23: SALARIES

23.1 Certificated Salary Schedule

The District shall improve 2024-2025 certificated salary schedule by 2.5% over the 2023-2024 salary schedule retroactive to July 1, 2024. The 2024-2025 Salary Schedule shall be attached to this agreement as Appendix A-1.

The parties agree to a 3 percent off-schedule bonus on base annual salary for the 2025-2026 year for all unit members who were in active paid status through the end of the 2025-2026 contract year.

23.2 Psychologist, Counselor, And Program Specialist Salary Schedule

The District shall improve the 2024-2025 Psychologist, Counselor, and Program Specialist Salary Schedule by 2.5% over the 2023-2024 salary schedule retroactive to July 1, 2024. The 2024-2025 Salary Schedule shall be attached to this agreement as Appendix B-1.

The parties agree to a 3 percent off-schedule bonus on base annual salary for the 2025-2026 year for all unit members who were in active paid status through the end of the 2025-2026 contract year.

23.3 Pre-School Teacher Salary Schedule

The District shall improve the 2024-2025 Pre-School Teacher Salary Schedule by 2.5% over the 2023-2024 salary schedule retroactive to July 1, 2024. The 2024-2025 Salary Schedule shall be attached to this agreement as Appendix C-1.

The parties agree to a 3 percent off-schedule bonus on base annual salary for the 2025-2026 year for all unit members who were in active paid status through the end of the 2025-2026 contract year.

23.4 Stipends For Extra Duty/Extra Pay Schedule

Upon Board ratification, the District shall improve the 2024-2025 Stipends for Extra Duty / Extra Pay Schedule by 2.5% over the 2023-2024 salary schedule. The 2024-2025 Extra Duty / Extra Pay Schedule shall be attached to this agreement as Appendix D-1.

23.5 High School Academic Coordinator Schedule

The District shall improve the 2024-2025 High School Academic Coordinator Salary Schedule by 2.5% over the 2023-2024 salary schedule retroactive to July 1, 2024. The 2024-2025 Salary Schedule shall be attached to this agreement as Appendix E-1.

The parties agree to a 3 percent off-schedule bonus on base annual salary for the 2025-2026 year for all unit members who were in active paid status through the end of the 2025-2026 contract year.

23.6 Speech Language Pathologist Schedule

The District shall improve the 2024-2025 Speech Language Pathologist Salary Schedule by 2.5% over the 2023-2024 salary schedule retroactive to July 1, 2024. The 2024-2025 Salary Schedule shall be attached to this agreement as Appendix F-1.

The parties agree to a 3 percent off-schedule bonus on base annual salary for the 2025-2026 year for all unit members who were in active paid status through the end of the 2025-2026 contract year.

23.7 Extended Duty Pay

23.7.1 Instructional Duties

After ratification, the District shall compensate unit members at the rate of $41 per hour for providing direct instruction to students in summer school, after school, Saturday intervention classes, Adult Education, Independent Study, and/or the Home and Hospital program.

23.7.2 Non-Instructional

After ratification, the District shall compensate unit members at the rate of $37 per hour for non- instructional duties, including, but not limited to, staff development, curriculum development, scoring writing tests, and other work on approved instructional projects.

23.7.2.1 K-5 Dual Immersion Elementary Report Card Compensation

The District shall compensate all unit members teaching grades K-5 Dual immersion classes 5 hours each trimester at the non-instructional rate for completing additional report cards. The unit member shall submit a time claim to the site administrator who will process it.

23.7.2.2 Literacy Facilitator Compensation

With prior written approval of the Site Administrator, the District shall compensate all unit members assigned to the Literacy Facilitator position up to 3 hours each week at the non-instructional rate for completing additional job-related duties outside of the instructional day. The unit member shall submit a time claim to the site administrator who will

process it.

23.8 Substituting During Preparation Periods in Middle or High School

At the request of the site administrator, any unit member assigned to a middle or high school may volunteer to substitute for an absent unit member during the volunteering unit member's prep time. The site administrator shall equitably distribute the substitute opportunities.

Volunteering unit members shall be compensated for substitute teaching during their prep period at the rate of pay established in Section 23.7 of this Agreement. The unit member shall submit a time claim to the site administrator who will process it.

23.9 Placement On The Salary Schedule

23.9.1 Initial Placement

Initial placement of any unit member on the salary schedule will be made on the basis of training and experience. Units of college credit a unit member completed prior to earning a BA or BS degree shall not be recognized for placement on the schedule. Unit members shall be placed on the salary schedule in accordance with the requirements of the District. Within 30 days of employment, unit members new to the District shall submit their official transcripts, records, and documented evidence of teaching experience, military service, and allied arts experience to the Human Resources Office.

23.9.2 Credit For Outside Service

Credit on this schedule may be gained for teaching experience outside the District, military service in the U.S. Armed Forces, and allied arts. No more than one of the years referred to in this section may be gained for experience other than teaching. Military service credit may be granted only if the military service interrupts the teaching experience. Allied arts credit may be granted only if the work done was directly related to the teaching assignment.

This provision, Section 23.9.2, was negotiated under Government Code Section 3543.2(d). GTA agrees to waive any right to a claim under Education Code Section 45028, and further agrees not to support any claim, grievance, or complaint based upon an alleged violation of Education Code Section 45028.

23.9.3 One Year Of Service

Both for outside experience and for payment of increments within this system, 75% of work days in any one school year shall constitute a year of service.

23.10 Advancement On The Salary Schedule

23.10.1 Unit members holding emergency permits, intern permits, or waivers shall not be qualified to advance beyond column II of the salary schedule.

23.10.2 Salary schedule placement for each ensuing school year shall be calculated upon the transcripts/grade report of college work that have been recorded in the Human Resources Office as of October 10 of each year. Failure to verify by this date will result in the loss of any additional salary granted for that school year.

23.11 Stipends For Department Chairpersons

23.11.1 Grades 9-12 Chairpersons

After considering staff input, the site administrator for Gilroy High and Christopher High Schools shall appoint the following Department chairpersons: English, Social Science, Math, Science, Physical Education, Fine Arts, Career Technical Education (CTE), World Languages, and Special Education. Each Department Chairperson shall perform the duties specified in the governing board adopted Gilroy Unified School District High School Department Chair job description (Appendix P). The English, Social Science, Math, Science, Physical Education, Fine Arts, Career Technical Education (CTE), World Languages, and Special Education Department Chairperson shall receive one preparation period in addition to the preparation period described in Section 12.4.5. In addition, the District shall pay each English, Social Science, Math, Science, Physical Education, Fine Arts, Career Technical Education (CTE), World Languages, and Special Education Chairperson an annual stipend per school year of 2% of each individual chairperson's placement on the salary schedule.

The Academic Coordinator, appointed by the site administrator to serve as the Department Chair, shall receive an annual stipend of 2% of the individual chairperson's placement on the salary schedule.

After considering staff input, the site administrator for Dr. TJ Owens Early College Academy shall appoint the following two (2) Department chairpersons: Humanities and STEM. Each Department Chairperson shall perform the duties specified in the Governing Board adopted Gilroy Unified School District Department Chair Job Description (Appendix P). The Humanities and STEM Department Chairpersons shall receive one preparation period in addition to the preparation period described in Section 12.14. In addition, the District shall pay each Chairperson an annual stipend per school year of 2% of each individual Chairperson's placement on the salary schedule.

23.11.2 Grades 6-8 Chairpersons

After considering staff input, the site administrator for each Middle School shall appoint the following Department Chairpersons: Language Arts-Intervention, Language Arts-Grade Level, Science, Math, Social Science, Special Education, Electives, Counselor and Physical Education. Each Department Chairperson shall perform the duties specified in the Middle School Department Chair job description (See Appendix O). The District shall pay each Middle School Department Chair an annual stipend of $1,500 per school year.

23.11.3 Department Chairperson Job Descriptions

The District reserves the right to establish the job description for all middle school and high school Department Chairpersons. The Department Chairperson job descriptions adopted by the Governing Board in September 2004, shall be maintained for the duration of this collective bargaining agreement. (See Appendices O and P). Before the District approves any modification of the Department Chair job descriptions, the District will provide GTA with the notice and opportunity to negotiate any proposed change within the scope of bargaining defined by the Educational Employment Relations Act, Government Code Section 3540, et seq.

23.12 Bilingual Stipends

The District shall pay an annual stipend of $1,000 to each fully credentialed bilingual unit member who is: (1) teaching or serving in an assignment where a BCLAD credential is required; or who is (2) providing a bilingual service for the District. For the purpose of this section, "bilingual service" means using a District-approved non-English language to effectively communicate with the public, parents, or students. To be eligible for the bilingual stipend, a unit member must provide up to 37 hours of bilingual service when requested by the District. Services include, but are not limited to, translating at meetings or conferences and calling parents for other unit members. Such service must be described by the unit member and approved by the District on the Bilingual Stipend form attached as Appendix Q.

For unit members who do not possess a BCLAD, but who are fluent in Spanish according to District standards, the District agrees to compensate them for services rendered at the non-instructional rate. Unit members must fill out a time claim and describe their service in order to qualify. The maximum amount such unit members may earn shall not exceed $500 per year.

23.13 Special Education Stipends

The District shall pay an annual stipend of $1,500 to each fully credentialed special education unit member who is teaching or serving in an assignment where a special education credential is required.

23.14 Mileage Reimbursement

Unit members required to travel to and from one school or work site to another within the District may submit a mileage reimbursement form. The District shall reimburse the unit member at the per mile rate established by the U.S. Internal Revenue Service. Mileage to and from home to a District work site shall not be eligible for reimbursement.

23.15 Method Of Payment

Salaries will be paid to unit members in 10, 11 or 12 monthly payments at their option, and based on their corresponding work months.

23.16 Middle School: Teaching Seven Periods Per Day

Middle school unit members who volunteer and who are selected to teach a seventh period per day shall be compensated for that additional work at the rate of 17% of the unit member's annual salary on the certificated salary schedule.

23.17 High School: Teaching Six Periods Per Day

High school unit members who volunteer and who are selected to teach a sixth period per day shall be compensated for that additional work at the rate of 20% of the unit member's annual salary on the certificated salary schedule.

23.18 High School Agriculture Stipend

High school unit members assigned to teach agriculture courses and supervise the agriculture program shall be compensated for performing all the duties mandated by the District at a rate of 18% of the unit member's annual salary on the certificated salary schedule.

23.19 Preschool Teacher Assessment Compensation

Preschool Teachers required to administer the DRDP assessment shall be provided with at least 1.5 days of release time to complete paperwork. Preschool teachers shall be compensated at one hour of the non-instructional hourly rate of pay to develop substitute lesson plans per day of testing or fraction thereof.

23.20 Selection Procedures for Extra-Duty/Extra-pay Positions

23.20.1 Round One: Announcement Of Positions To Internal Candidates

The District shall provide unit members with information about extra-duty/extra-pay employment opportunities. The information shall include the positions, locations, salary information, qualifications for the position, and application

form/instructions.

23.20.2 Round One: Internal Candidates Application

Within five (5) work days after the District distributes applications for extra-duty/extra pay positions, a unit member may apply for such positions by electronic communication to the Director of Human Resources or deliver application materials personally to the Director of Human Resources.

23.20.3 Round Two: Announcement To Internal And External Candidates

Five (5) work days after the District distributes applications for extra-duty/extra-pay positions internally, if no internal candidates apply or are selected, then the District shall advertise extra-duty/extra-pay employment opportunities for external candidates. The advertisement shall include the positions, locations, salary information, qualifications for the position, and application form/instructions.

23.20.4 Round Two: Internal And External Applications

To be considered, an external candidate must submit the completed District application form no later than ten (10) days after the Round Two advertisement is distributed. If an internal candidate was not selected during the first round, the unit member may be considered during this second round. It is the unit member's responsibility to notify the District if s/he wishes to be interviewed in the second round.

23.20.5 Selection For Position

23.20.5.1 Criteria

In filling an extra-duty/extra-pay positions, the district shall consider the following criteria: the unit member's credential(s), teaching experience in a subject matter or grade level, skills, training, major and minor fields of study, advanced degrees related to the position, documented strengths or weaknesses, the unit member's preference, the best interests of the students, and District seniority.

23.20.5.2 Round Two: Section Among Internal And External Candidates

In the event the District applies this criteria and determines that a bargaining unit member and a non-bargaining unit member are equally qualified, the District shall select the bargaining unit member for the extra-duty/extra-pay position.

23.20.5.3 Written Statement Of Reasons

A unit member refused an extra-duty/extra-pay position may request in writing that the District provide the unit member with the specific reasons for refusal. The District shall respond in writing within ten (10) working days.

23.21 Home Hospital Classroom Teacher Compensation

Classroom teachers designated as the teacher of record for home hospital students may submit a time claim for up to two (2) hours per week at the non-instructional rate of pay for lesson preparation completed after school hours.

23.22 New Teacher Support Stipend

Newly hired teachers who hold a preliminary teaching credential, are enrolled in a credentialing program and are working toward earning a clear credential shall be eligible for a New Teacher Support stipend of no more than $3,500.

The stipend shall be payable in three (3) installments.

- The first payment of $1,000 shall be payable after a unit member has provided proof of progress toward completion of the program in his or her first year of study. The stipend will be paid within forty-five (45) days upon verification of progress towards completion of the program.

- The second payment of $1,000 shall be payable after a unit member has provided proof of progress towards completion of the program in his or her second year study. The stipend will be paid within forty-five (45) days upon verification of progress towards completion of the program.

- The third payment of $1500 shall be payable after the unit member has received his or her clear credential. The stipend will be paid within forty-five (45) days upon verification of the earned clear credential.

New teachers shall enroll in a credentialing program no later than the beginning of the unit member's second year of teaching in the District.

23.23 Deductions when sick leave is exhausted

The pay deducted from unit members who are on differential pay described in Article 16.1.1.3, shall not exceed the lowest substitute daily rate and lowest substitute long-term rate used by the District. For example, using 2015-2016 rates, the deduction was $130 for full day and $150 for long term (retroactive back on day eleven).

The pay deducted from unit members who are part-time shall be prorated. For example, a unit member who is 0.80 FTE shall not have more than 80% of the lowest substitute daily rate deducted from his or her salary.

ARTICLE 24: PROFESSIONAL ADVANCEMENT/GROWTH

24.1 Professional improvement activities in the form of college and university work, District sponsored workshops, travel, original professional contributions and special instruction, will be recognized and credit will be given toward advancement on the salary schedule.

24.2 District approval shall be allowed for an unlimited number of units per year with maximum salary advancement of one column per year allowed.

24.3 Advancement or retention on the salary schedule will be made on the basis of an evaluation of experience and performance, and evidence of professional growth.

24.4 Credit is given toward advancement on the salary schedule according to the following procedures:

24.4.1 Professional contributions and special interest projects for which salary schedule improvement is granted must have prior approval by the site administrator.

24.4.2 Completion of this work must be verified by October 10. Failure to verify by this date will result in the loss of any additional salary granted for that school year.

24.4.3 Professional advancement categories include the following:

24.4.3.1 College and university work that satisfies one or more of the following:

24.4.3.1.1 Courses that develop increased competence in the present teaching area.

24.4.3.1.2 Courses that are preparation for a unit member who changes, or plan to change, from one curriculum to another.

24.4.3.1.3 Courses that should develop competencies in an additional curriculum area.

24.4.3.1.4 Courses that directly relate to the Board-directed goals that were in effect when this Agreement was ratified.

24.4.3.2 In service sessions that are District approved. Such in service sessions will be evaluated on the basis of 15 hours for one unit.

24.4.3.3 Areas of individual activities or achievement.

24.4.3.3.1 Private instruction taken in areas of art, music, or language will be evaluated on the basis of one unit for 15 Hours. A letter of verification is required. The instruction must be relevant to the unit member's teaching assignment.

24.4.3.3.2 Experience or employment in technical, professional, or commercial work may be used in order to learn new techniques or use of equipment related to the teaching area. One workweek (approximately 40 hours) will equal one unit. The maximum number of units is six for one summer.

Identical work may not be repeated for credit within a five (5) year period. A period of the value of the experience as well as verification of employment is required.

ARTICLE 25: HEALTH AND WELFARE BENEFITS

25.1 Medical Insurance

Effective January 1, 2024, the District shall contribute up to the maximum amounts listed below per month (tenthly) toward the cost of medical benefits for each full-time unit member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contribution shall be as follows:

Plan Type	Tenthly Contribution	Yearly Contribution
Single	$1,143.40	$11,434.00
Two-Party	$2,153.10	$21,531.00
Family	$2,799.00	$27,990.00

Effective January 1, 2025, the District shall contribute up to the maximum amounts listed below per month (tenthly) toward the cost of medical benefits for each full-time unit member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contribution shall be as follows:

Plan Type	Tenthly Contribution	Yearly Contribution
Single	$1,253.20	$12,532.00
Two-Party	$2,372.70	$23,727.00
Family	$3,084.40	$30,844.00

Effective January 1, 2026, the District shall contribute up to the maximum amounts listed below per month (tenthly) toward the cost of medical benefits for each full-time unit member. Unit members electing coverage with a cost greater than the listed amounts shall have the difference deducted automatically from the unit member's pay. The maximum District contribution shall be as follows:

Plan Type	Tenthly Contribution	Yearly Contribution
Single	$1,320.40	$13,204.00
Two-Party	$2,507.00	$25,070.00
Family	$3,259.00	$32,590.00

25.2 Dental Insurance Contributions

The District shall contribute up to the maximum amount of $127.20 per month (tenthly) toward the cost of composite rate coverage insurance premiums for each full-time unit member.

25.3 Vision Insurance Contributions

The District shall contribute up to maximum amount of $20.54 per month (tenthly) toward the cost of composite rate coverage insurance premiums for each full-time unit member.

25.4 Insurance Carriers

Prior to any change in the insurance companies for medical, dental, vision, and employee assistance programs, the District and GTA agree to negotiate and reach agreement. Because insurance carriers may change offered plans, and medical, dental, vision, and employee assistance plans are contingent upon the availability of the plan, the District shall not be required to provide specific insurance coverage and shall only be required to make the premium contributions required by this Article. If a carrier stops offering a plan or a specific provision, the District and GTA shall meet to negotiate alternative plans as soon as possible after receiving notice of the plan's termination.

25.5 Domestic Partners

The District will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and upon the unit member presenting the District with proof that a valid declaration of domestic partnership had been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the District's medical, dental, and vision plans pursuant to this section only to the extent that the District's carriers provide such coverage.

25.6 Part-Time Unit Members

The District shall make prorated medical, dental, and vision contributions for part-time unit members. The District's contribution shall be prorated according to the percentage of the unit member's contract. For example, the District shall contribute 60% of the maximum contribution for a 60% part-time unit member.

25.7 Unit Members On Leave

To the extent permitted by the insurance carriers, the District shall allow all unit members on an approved leave of absence to remain a member in the insurance group (when permitted by the carriers). Unit members on leave of absence shall pay the total premium and send the remittance to the District Office by the fifth working day of each month. The District shall accept quarterly payments instead of monthly payments.

25.8 Retired Unit Members

Retired unit members may purchase group insurance through the District; however, retired unit members may be placed in a separate pool. Retired unit members shall pay the total premium and send the remittance to the District Office by fifth working day of each month. The District shall accept quarterly payments instead of monthly payments.

25.9 Internal Revenue Code 125 Plan

The District and GTA agree to offer unit members an Internal Revenue Code 125 Plan. At their option, unit members may elect to participate in the IRC 125 Plan.

25.10 Health and Welfare Benefits Committee

The District and GTA agree to establish a Health and Welfare Benefits Committee to investigate health and welfare benefits and advise the District and GTA. GTA shall appoint up to three representatives to the Committee, and the District shall appoint up to three representatives. The Health and Welfare Benefits Committee shall make advisory recommendations to the District and GTA.

25.11 The District shall pay the monthly administrative fee for ten months per year to cover the Third Party Administrator fees for unit members who have selected a 403b or 457 plan vendors for whom the administrative fee is charged.

ARTICLE 26: PRESCHOOL TEACHERS

This Article applies only to those teachers who have a permit in Early Childhood Development. Other certificated employees who work at the pre-school, who have a credential, (e.g. Special Education), will not be considered pre-school teachers.

26.1 Work Year: The work year for pre-school teachers shall be the same as for other certificated unit members.

26.2 Non-Working Days: Pre-School teachers shall work according to the same calendar as other certificated unit members.

26.3 Hours:

26.3.1 Work Day: The workday for pre-school Teachers shall be 7.5 hours, including lunch. Each pre-school teacher shall be responsible for two three-hour classes. The lunch break shall be one (1) hour, of which 45 minutes shall be duty-free.

26.3.2 Special Adjusted Day: The Friday prior to the Memorial Day weekend shall be an adjusted day and teachers may leave at 1:30 p.m.

26.3.3 Minimum Day: The last day of school shall be a minimum day and teachers may leave at 11:30 a.m.

26.3.4 Recess: Each pre-school teacher shall supervise students during recess. The recess time shall be the equivalent of 10 minutes per hour.

26.3.5 Record-Keeping Day: There shall be one day each fall that is scheduled as a non-instructional, record-keeping day. The purpose of this day shall be to compile assessment data. The District and GTA shall jointly agree on the day.

26.4 Meetings:

26.4.1 Pre-school teachers shall be compensated at the non-instructional rate of pay for evening parent education meetings and Parent Advisory Committee Meetings.

26.4.2 Staff Meetings: Staff meetings shall be limited to one two-hour meeting each month.

26.5 Conferences:

26.5.1 There shall be five days for conferences in the fall.

26.5.2 Adjusted Days: During conference days, the morning classes will be two (2) hours long. The lunch break will be one (1) hour, 45 minutes of which shall be duty-free.

26.6 Evaluations: During their first two years of employment, pre-school teachers shall be evaluated once a year. After two years of satisfactory evaluation, pre-school teachers shall be evaluated at least once every other year. The evaluator shall be the immediate supervisor.

26.7 Class Size:

26.7.1 Class size for the pre-school shall be as prescribed by law.

26.8 Sick Leave: All pre-school teachers shall be granted 10 days of sick leave annually. All sick leave days are accumulative in accordance with the Education Code.

26.9 Salary:

26.9.1 Pre-School Salary Schedule shall be presented in an annual format consistent with other unit schedules. (See appendix C.)

26.9.2 Initial Placement

Initial Placement of any pre-school teacher on the salary schedule will be made on the basis of training and experience.

26.9.2.1 Changes in placement on the salary schedule will become effective July 1 of each year.

26.9.2.2 Credit will be allowed for teaching/supervising experience in accordance with appropriate placement on the salary schedule. As a general rule, experience must have been earned within the 15-year period just prior to entering service in the District.

26.9.2.3 For both outside experience and for payment of increments within the system, 75% or more of the days of teaching/supervising shall constitute a year for pre-school teachers.

26.9.2.4 For any pre-school teacher hired on or after July 1, 2009, the District shall grant a maximum of no more than 18 years of credit on the salary schedule for service outside the District. Such experience shall include service as a certificated employee.

26.9.2.5 Credit on this schedule may be gained for teaching/supervising experience outside the District, and for military service in the U.S. Armed Forces. No more than one of the four years may be gained for experience other than teaching/supervising. Military service credit may be granted only if the military service interrupts the teaching/supervising experience. Allied arts credit may be granted only if the work done was directly related to the teaching/supervising assignment.

26.10 Method Of Payment

Ten month pre-school teachers may elect to have their payments spread over a 12 month period.

26.11 The provisions of the negotiated agreement between the District and GTA shall apply to the pre-school teachers with the following exceptions:

Article 12	Hours And Days Of Work
Article 13	Summer School
Article 15	Class Size
Article 17	Transfers and Reassignments
Article 18	Early Retirement
Article 19	Part-time Teaching With Full Retirement Credit (Willie Brown Act)
Article 20	Shared Assignments In Elementary Schools
Article 21	Part-Time Contracts In Middle and High Schools
Article 23	Salaries
Article 24	Professional Advancement/Growth
Article 27	Peer Assistance and Review

ARTICLE 27: PEER ASSISTANCE AND REVIEW

(Education Code 44500-44508 (Appendix N)

Regarding the California Peer Assistance and Review Program for Teachers

27.1 Purpose

The purpose of the Peer Assistance and Review Program (PAR) is to establish a process for exemplary teachers to assist teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

The extent of the program's assistance and review depends on whether the participating teacher is a voluntary participant in the program, or if the teacher is a teacher who has been referred to the program by and evaluator (14.3.3). The assistance provided by the PAR consulting teacher shall not involve the evaluation of certificated unit members as described in Article 14 of this Agreement and Education Code Section 44660, et seq., except for making available to the evaluator the results of referred participating teachers' participation in the Program. (See J-3 column 2, which requires the evaluator to input the specific support that will be provided for the referred teacher, including the assignment of the referred teacher to a PAR consulting teacher for support with specific goals names in column 1 of the J-3).

The program resources shall be utilized in the following priority: first, for Referred Participating Teachers; second, for Voluntary Participating Teachers.

27.2 Definitions

27.2.1 PAR Consulting Teacher

An exemplary permanent certificated unit member selected by the PAR Joint Panel to provide Program assistance to a Participating Teacher.

27.2.2 Participating Teachers

Participating Teachers are unit members who receive assistance and coaching to improve instructional skills, classroom management and knowledge of subject. There are two kinds of Participating Teachers:

27.2.2.1 Referred Participating Teachers ("RPT"); and

27.2.2.2 Voluntary Participating Teachers ("VPT").

27.2.3 Evaluator

The primary evaluator (14.3.2) who supervises the unit member, and who has been appointed by the District to evaluate a certificated teacher or bargaining unit member.

27.3 Joint Panel

27.3.1 The PAR program will be administered by a Panel that shall consist of five members, two administrators selected by the District, and three classroom teachers selected by the Association. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers.

The Panel will be chaired in the first year by a Teacher Representative, and in the following year by a District administrator. The chair will thereafter rotate on an annual basis between the Association and the District Administration.

27.3.2 Association members of the Panel shall receive sufficient release time to perform their duties. The Panel shall meet at times and places as they shall determine. In addition to release time, Panel members may receive a program stipend as determined by the program budget.

27.3.3 The term of service for Panel members is three years. A classroom teacher member may serve for two consecutive terms with the recommendation of the Panel and approval by the Association. The Panel will make all decisions through consensus and failing that, by a vote of the majority of the Panel. Three of the five Panel members will constitute a quorum for purposes of meeting and conducting business. The District shall designate a secretary to provide secretarial and clerical support to the Panel.

27.3.4. The Panel's primary responsibilities involve establishing the annual Program and budget and selecting and overseeing the PAR Consulting Teachers. In addition, the Panel is responsible for:

27.3.4.1 Providing annual training for the Panel members and consulting teachers.

27.3.4.2 Establishing its own internal operating procedures necessary to carry out the requirements of the Education Code and this Article, including the method for selecting a Chairperson.

27.3.4.3 Assigning the PAR Consulting Teachers.

27.3.4.4 Evaluating the effectiveness of the PAR Consulting Teachers in their role.

27.3.4.5 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Voluntary Participating Teacher, the PAR Consulting Teachers, and the evaluator.

27.3.4.6 Establishing a procedure for application as a PAR Consulting Teacher.

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

27.3.4.8 Reviewing the final report prepared by the PAR Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teachers' progress in the PAR program as required by law.

27.3.4.9 Submitting to the Governing Board and the Association an annual evaluation of the Program's impact, including recommendations regarding Referred Participating Teachers, and if necessary, forwarding names of the individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.

27.3.4.10 Forwarding to Human Resources at the end of the year all records regarding the PAR program. These documents shall be filed separately from individual personnel records, except as described in Section 27.5.1.8 of this Article.

27.3.5 Preparation Of Budget By The Panel

The PAR Panel shall use the following procedure for establishing the annual Program plan and budget.

27.3.5.1 By September 1 of each fiscal year, the PAR Panel will establish a Program and budget for that year, which will include:

27.3.5.1.1 The estimated state revenues for the Program

27.3.5.1.2 The estimated expenditures involving:

- projected number of Participating Teachers;
- projected (full-or-part-time) number of PAR Consulting Teachers needed to service the projected need;
- release time for the Panel and PAR Consulting Teachers;
- pay for Panel members and PAR Consulting Teachers that is consistent with the pay parameters established by the negotiating parties;

- projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.

27.3.5.2 September 1, of each year, the budget shall be approved by a majority vote of the Panel.

27.4 Consulting Teachers

27.4.1 Qualifications

PAR Consulting Teachers shall have the following minimum qualifications:

27.4.1.1 A fully credentialed permanent classroom teacher of the District with substantial recent classroom experience, and five years of teaching experience in the District within the last seven years.

27.4.1.2 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in difference contexts.

27.4.1.3 Knowledge of and commitment to District curricular goals and standards.

27.4.1.4 Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

27.4.2 Selection Process

27.4.2.1 District classroom teachers may apply for a consulting teacher position on a form prepared by the Panel. The Human Resources office shall post PAR Consulting Teacher positions. The Joint Panel will determine the application procedures.

27.4.2.2 Candidates must also submit three letters of recommendation, with at least one from a classroom teacher at a site where the candidate has worked, the other from a principal or other evaluator. The Panel's procedures for selecting PAR consulting teachers shall include a provision for interview and classroom observations of candidates with at least one administrative representative and one teacher representative present at the same observation. The Panel will make selection, which will be forwarded to the Superintendent. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

27.4.2.3 Based on a review of the application and the assessment of the principal, the Panel will select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by at least two Panel members, one of whom shall be a teacher Panel member, and the other an administrator Panel member.

27.4.3 Assignment

The Joint Panel will assign PAR Consulting Teachers. Within the first six weeks of the assignment, either the PAR Consulting Teacher or the Referred Participating Teacher may petition the PAR Panel for an assignment change, stating the reasons. The Referred Participating Teacher shall be allowed one assignment change per year.

27.4.4 Term

27.4.4.1 One lead PAR Consulting Teacher may be full-time for a term up to five years, based upon the Panel's yearly recommendation. Upon completion of this term, or any term between one and five years, the full-time PAR Consulting Teacher will be assigned by the District to any open or vacant position for which the unit member is competent and qualified.

27.4.4.2 The PAR Panel will determine the hours of the other PAR Consulting Teachers after it has determined how many referred participating teachers will be participating in the Program. Part-time PAR Consulting Teachers who serve part of a school year or who provide assistance less than full-time shall be compensated through release time or in a pro-rata amount determined by the Panel, but not to exceed the professional pay/stipend currently negotiated by the Association and the District (23.7.1, 23.7.2). The part-time PAR consulting teacher term may be up to five years. PAR Consulting Teachers will be evaluated by the Director of Human Resources, or the Superintendent's Designee.

27.4.5 Duties Regarding Referred Participating Teachers

PAR Consulting Teachers shall provide assistance to Referred Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods as described in column 2 of the J-3. This assistance may include, but not be limited to, the following activities:

27.4.5.1 Providing consultative assistance to improve in the specific areas targeted by the evaluating Principal and/or the District Teaching Standards.

27.4.5.2 Meeting and consulting with the Principal or designee regarding the nature of the assistance being provided.

27.4.5.3 Observing the Referred Participating Teacher during periods of classroom instruction.

27.4.5.4 Allowing the Referred Participating Teacher to observe the Consulting Teacher or other selected teachers.

27.4.5.5 Attending specific training in specified teaching techniques or in designated subject matters.

27.4.5.6 Demonstrating good practices to the Referred Participating Teacher.

27.4.5.7 Maintaining appropriate records of each Referred Participating Teacher's activities and progress.

27.4.6 Support For Voluntary Participating Teachers

27.4.6.1 Support provided by PAR Consulting Teachers to Voluntary Participating Teachers may include consultative assistance to improve in all areas identified by the teacher, as well as the activities listed in 27.4.5.3 - 27.4.5.7.

27.4.7 Staff Development Activities

The PAR Consulting Teacher(s) may assist in the development and delivery of staff development activities within the area of expertise and training identified as exemplary.

27.4.8 Lead Consulting Teacher

The PAR Panel shall select a Lead Teacher from the PAR Consulting Teachers. The Lead Teacher shall train new Consulting Teachers and help the Panel carry out the Panel's duties. In the event there is only one PAR Consulting Teacher, training will be determined by the PAR Panel and the Assistant Superintendent of Educational Services or designee.

27.4.9 Non-Supervisory/Evaluative Functions

Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m). The PAR Consulting Teacher is not the referred or voluntary teacher's evaluator.

27.5 Program Outline

27.5.1 Referred Participating Teacher (RPT)

27.5.1.1 A Referred Participating Teacher (RPT) is a permanent or probationary unit member who receives an unsatisfactory evaluation in the area of instructional skills, classroom management, or knowledge of subject matter.

27.5.1.2 Within six weeks of notification, the Panel, after consultation with the RPT, will assign a PAR Consulting Teacher.

27.5.1.3 The PAR Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the RPT's primary evaluator after the RPT receives the unsatisfactory rating. These recommendations will be recorded in the J-3 Certificated Performance Improvement Plan and aligned with student learning, clearly stated, and consistent with Education Code Section 44662.

(b) The governing board of each school district shall evaluate and assess certificated employee performance as it reasonably relates to:
(1) The progress of pupils toward the standards established pursuant to subdivision (a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
(2) The instructional techniques and strategies used by the employee.
(3) The employee's adherence to curricular objectives.
(4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.

These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

27.5.1.4 The primary evaluator, RPT, and PAR Consulting Teacher shall meet and discuss the recommended areas of improvement outlined by the evaluator and the types of assistance that should be provided by the PAR Consulting Teacher.

27.5.1.5 The PAR Consulting Teacher and Evaluator are expected to establish a cooperative relationship and shall coordinate and align assistance provided to the RPT.

27.5.1.6 The PAR Consulting Teacher and the RPT shall meet to discuss the

Performance Improvement Plan ("PIP") and how it will provide assistance to the RPT. The PAR Consulting Teacher will provide the assistance as set forth in Section 27.4.5 above, which shall also involve conducting multiple classroom observations of the RPT. A description of these activities and the timeline for completion will be included in the J-3.

27.5.1.7 The PAR Consulting Teacher shall complete two written reports describing the teacher's participation in the Program. These reports shall consist solely of: (1) a description of the assistance provided by the Consulting Teacher; and (2) the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with copies also submitted to the RPT and the Evaluator. The first report shall be due 90 calendar days after the assistance to the Participating Teacher commences. The second report shall be due no later than 45 calendar days before the last work day of the RPT.

27.5.1.8 The PAR Consulting Teacher's reports on the RPT's participation in the Program shall be shared with the Evaluator. While the Evaluator may consider the PAR Consulting Teacher's written reports, the Evaluator shall observe the teachers' performance and prepare the evaluation required by Article 14. The Evaluator has the sole authority to determine whether the RPT has demonstrated satisfactory improvement.

27.5.1.9 After receiving the report, the Joint Panel shall determine whether the RPT will benefit from continued participation in the Program.

27.5.1.10 The RPT will continue participating in the Program until the Joint Panel determines that the RPT will no longer benefit from participation, or the teacher receives a satisfactory evaluation. The Evaluator has the sole authority to determine whether the RPT has been able to demonstrate satisfactory improvement.

27.5.1.11 To the extent required by law, the Panel shall forward the names of the referred participating teachers who, after sustained assistance, are unable to demonstrate satisfactory improvement.

27.5.2 <u>Voluntary Participating Teachers</u>

27.5.2.1 A VP Teacher is any unit member who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the VP Teacher is for peer assistance only and the PAR Consulting Teacher shall not participate in a performance review of the VP Teacher. The VP Teacher may terminate his or her participation in the PAR Program at any time.

27.5.2.2 All communication between the PAR Consulting Teacher and a VP

Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, the Board, or the Panel.

27.5.2.3 Neither the PAR Consulting Teacher nor the Panel will make written reports regarding individual Volunteer Participating Teachers, nor will they forward Volunteer Participating Teachers' names to the Board. The PAR Consulting Teacher shall provide to the Panel an annual assessment of the Program's effectiveness for volunteer teacher participants and specific areas for improvement in the Program. The Panel will annually report to the Governing Board and the Association of the overall effectiveness of the Program for volunteer teacher participants.

27.5.2.4 Support for Voluntary Participating Teachers will be contingent upon the availability of personnel and resources for the PAR program in the current school year.

27.6 Other Provisions

27.6.1 Unit members who perform functions as PAR Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees, pursuant to Division 8.6 (commencing with section 810) of Title 1 of the California Government Code.

27.6.2 Although the District may support the PAR Program with District funds, the District shall not be required to expend more for the Program than the amount of funds made available to the District from the State for Peer Assistance and Review activities. Operation of the Program as outlined in this Article is dependent on the District's receipt of specific funding from the State for the Peer Assistance and Review program described in Education Code Section 44500, et seq.

27.6.3 Records

27.6.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.) The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

27.6.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed expect as required by law.

27.6.3.3 All the documents for the Program will be filed by the personnel office separately from the individual personnel records.

Reference Education Code 44500-44508 regarding the California Peer Assistance and Review Program for Teachers.

ARTICLE 28: SCHOOL RECONSTRUCTION, RELOCATION

28.1 Planning Process For School Design, Construction, Modernization, and/or Reconstruction

The District and GTA acknowledge that school site design, construction, modernization, and/or reconstruction is regulated by the State of California. As one step of designing, constructing, modernizing, and/or reconstructing a school site and to the extent permitted by the state regulations, the District shall seek input from one or more unit members knowledge about the functions and intended use for the facility.

28.2 Packing/Unpacking

All instructional materials will be packed, labeled, and unpacked by the unit member. Unit members will be compensated at the contractual non-instructional hourly rate, up to a maximum of 24 hours. If the unit member is required to move twice in the same school year, the unit member shall either be compensated for an additional 24 hours at the contractual non-instructional hourly rate, or shall be provided with a substitute for up to three (3) work days. The unit member shall make the determination as to which option is more appropriate.

No later than five (5) work days prior to the last instructional day, the District shall provide the necessary secure storage space for unit members' non-personal materials.

The District shall be responsible for the moving of all instructional materials.

In the case of the class with scientific and/or fragile equipment, the science, art, and/or vocational education teacher will pack and label, and unpack and prepare the classroom for an additional stipend of $400. If a teacher is unable to pack the equipment, another teacher in the department may volunteer to do the packing and unpacking for an additional $400. If no teacher is willing to pack, label, and unpack the materials, the District will assume that responsibility.

The District will be responsible for moving hazardous materials.

28.3 Personal Property Loss of Damage During A Move

If the unit member's teaching-related personal property, which has been inventoried with the site administrator prior to the move, is lost or damaged during the move, the District shall reimburse the unit member up to a maximum of $500.00.

28.4 Notice of Completion of School Site/Inspection

When a school site has been substantially constructed, reconstructed, and/or modernized, and is not ready for occupancy, the District will consider all available options including: delaying the move in date, or bringing on temporary buildings. After all available options have been exhausted, as a last resort, the District may assign unit members to a temporary, alternative location. A GTA representative and a District representative shall walk through the school site and shall prepare a punch list of conditions to be addressed. If GTA has concerns about the site, GTA shall give the Superintendent a written statement describing why the school site is not safe and ready for use of as a school site. The Superintendent shall consider GTA's written statement, but the Superintendent shall have the sole discretion and responsibility for determining whether unit members must report to the school or work site.

28.5 Contingency Plans

For each school site undergoing substantial construction, reconstruction, and/or modernization, the District shall prepare a contingency plan for implementation in the event the construction is not completed in time for a new school year. In developing the contingency plans, the District shall seek input from one of more unit members knowledgeable about the functions and intended use for the facility.

ARTICLE 29: NO STRIKE: NO LOCKOUT

29.1 Concerted Activities

During the term of this Agreement, GTA, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in the Agreement, and will undertake to exert its best efforts to discourage any such acts by any unit member.

29.2 Lockout

During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of unit members or other persons covered by this Agreement.

ARTICLE 30: COMPLAINTS AGAINST MEMBERS

This article shall not apply to complaints against a unit member involving sexual harassment, allegations of discrimination, hostile work environment, Title IX violations, or any subject governed by the provisions in the District's Uniform Complaint Process ("UCP"). These complaints will follow corresponding Board policies.

30.1 Informal Resolution

If parents, other employees, or community members have a complaint against a unit member, the District will direct the complainant to communicate directly with the unit member against whom the complaint is lodged. The District will encourage the complainant to try to resolve concerns with the unit member personally.

30.2 Formal Complaint

If the complaint is not resolved informally by the complaint and the unit member, the complainant may submit the complaint in writing, signed by the complainant, to the site administrator or immediate supervisor. The unit member shall be given a copy of the written complaint and shall have the right to respond orally or in writing within 10 work days after receiving the complaint. Any written response made by the unit member will be attached to any written report of the complaint, which is placed in the unit member's personnel file. If the complaint is not put into writing, the complaint cannot be used in the unit member's evaluation. The complainant will be advised that the District cannot proceed unless the complaint is reduced to writing. The District will process any complaints that are reduced to writing within a reasonable time period following the incident giving rise to the complaint.

30.3 Filing Complaints

All written complaints shall be initially filed with the site administrator unless the complaint regards a site administrator or District Office administrator, in which case the complaint shall be initially filed with the Superintendent. If the written complaint concerns the Superintendent, it shall be initially filed with the Board (AR 1312.1).

30.4 Investigation

The site administrator or immediate supervisor shall be responsible for investigating the written complaint. Any investigation shall include an interview with the unit member against whom the complaint has been made. The site administrator or immediate supervisor will attempt to resolve the complaint after making an investigation of the alleged facts and circumstances.

30.5 Representation

After the complaint has been formally placed in writing and is signed by the complainant,

the unit member may be represented by a GTA representative at any meeting regarding the complaint.

30.6 Assistant Superintendent of Human Resources

If the complaint remains unresolved after review and investigation by the site administrator or immediate supervisor, the site administrator will refer the written complaint and his/her report to the Assistant Superintendent of Human Resources within 10 work days following issuance of the immediate supervisor's report, a copy of which shall be provided to the unit member. The complainant should consider the Assistant Superintendent of Human Resources decision as final; however, the complainant, the unit member, or the Superintendent may ask to address the Governing Board in Closed session regarding the complaint.

30.7 Governing Board

Unless a complaint is directed against the Superintendent, no party to a complaint may address the Board until the complaint procedure has been completed through the appeal to the Assistant Superintendent of Human Resources level. The report from the Assistant Superintendent of Human Resources shall contain, but not be limited to:

30.7.1 The name of each employee involved.

30.7.2 A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the unit member as to the precise nature of the complaint and to allow the unit member to prepare a defense.

30.7.3 A copy of the original signed complaint.

30.7.4 A summary of the action taken by the Assistant Superintendent of Human Resources.

30.8 Board Appeal

Any appeal to the Board or complaint to the Board must be filed in writing with the Board within ten (10) work days following receipt of the Assistant Superintendent of Human Resources decision.

30.9 Board Meeting

All parties to a complaint, including the school administration, may be asked to meet with the Board in closed session for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue. Complaints concerning a unit member shall be addressed in closed session unless the unit member requests that the issue be addressed in open session. A unit member has the right to a GTA representative at such a hearing in closed session before the Board. The Board's decision following the hearing shall be final.

30.10 Disciplinary Action

Except for cases involving an alleged sex offense or an allegation that the unit member committed any offense aiding or abetting the unlawful sale, use, or exchange to minors of controlled substances or allegations involving moral turpitude or any other cause for which the unit member may be placed on immediate suspension or compulsory of absence, no disciplinary action shall be imposed until the complaint procedure has been exhausted.

ARTICLE 31: CONTRACTING OUT

31.1 Non-District Providers Of Intervention Instruction/Non-Public, Non-Sectarian Service Providers

31.1.1 Non-Public, Non Sectarian Service

After advertising and attempting to employ qualified bargaining unit members to provide a mandated student service traditionally performed by bargaining unit members, the District may contract annually for special education services as permitted by Education Code Section 56366 and following.

31.1.2 Notice To GTA

Prior to entering into a contract for speech therapists or other mandated student services traditionally performed by bargaining unit members, the District will provide GTA with notice and opportunity to explore options to the contracting out.

31.2 Intervention Instruction Providers

As permitted or mandated by the California accountability statutes and the federal 2002 "No Child Left Behind" amendments to the Federal Elementary and Secondary Education Act, the District may contract for Non-District Providers of Intervention Instruction.

If the District uses District funds of facilities to pay for a non-District entity to provide intervention instruction to District students before of after school, on Saturdays, or during the summer break and the work is bargaining unit work, the District will require the provider:

- To offer employment opportunities annually to qualified unit member applicants; and
- To determine an applicant's qualification on the basis of the unit member's credential(s), teaching experience in a subject matter or grade level, skills, training, major and minor fields of study, and advanced degrees related to the teaching position; and
- To compensate qualified unit members at the rates listed in Section 23.6.
- A qualified District service provider shall take priority over a non-District entity service provider.

31.3 GTA's Duty Of Fair Representation

GTA shall not be required to represent non-bargaining members employed by a non-District entity. GTA's duty to represent unit members providing intervention instruction shall be limited to the following articles of this Agreement:

Article 2:	Recognition
Article 4:	Association Rights
Article 5:	District Rights
Article 7:	Non-Discrimination
Article 8:	Grievance Procedures (See 13.14)
Article 10:	Safety
Article 14.4	Professional Teaching Standards
Article 14.10:	Personnel Files
Article 20.2:	Shared Assignment Proposals
Article 23.6:	Stipends For Extra Duty/Extra Pay
Article 30:	Complaints Against Unit Members
Article 31:	Contracting Out

ARTICLE 32: EFFECT OF AGREEMENT

32.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this Agreement. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth in this Agreement. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized in this Agreement. This shall not preclude GTA from exercising its right to consult pursuant to Government Code Section 3543.2 on items not included in this Agreement.

32.2 Individual Contracts

Any individual contracts between the Board and unit members involving work under this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

32.3 Savings

Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision of the contract. If both parties mutually agree, the parties shall meet no later than 10 days after such discussion to renegotiate the section, paragraph, or provision affected.

32.4 Statutory Changes

In the event of statutory changes that affect any terms or conditions of this agreement, the parties agree, upon the request of either party, to meet and negotiate concerning the subject(s) of the statutory changes.

32.5 Informal Discussion

During the term of this Agreement, monthly informal discussions may be initiated by either the District of GTA to discuss matters of mutual concern. These informal discussions with the District's designee and the GTA President will begin at the start of each school year and shall be held twice a month. All site/program level concerns must first be discussed with the administrator of the site or program before being raised at the monthly informal discussions with the District. Such discussions may be used for the mutual sharing of problems and exchanges of information. In the event the District wishes to consult on matters brought up at these meetings, the consultation procedure set forth in Article 11 shall be utilized. The existing agreement cannot be amended by such informal discussion.

ARTICLE 33: TERM OF AGREEMENT

Except as stated in specific sections of this Agreement, this Agreement shall become effective on the date approved by the Governing Board and shall remain in effect up to and including June 30, 2026 with re-openers on Salary, Health Benefits, Class Size 15.2, and two additional articles per team in 2025.

In the event that negotiations for 2025-2026 are not concluded by June 30, 2026, then all provisions of this Agreement, including arbitration, will be rolled over into the 2026-2027 school year.

Salary Placement Guidelines

1. Credit for years of service may be gained for teaching experience outside the District. For teachers hired after July 1, 2000, the years of credit granted on the salary schedule shall be as follow:

   Hires after July 1, 2000 - 12 years of credits.
   Hires after July 1, 2001 - 13 years of credits.
   Hires after July 1, 2002 - 14, years of credits.
   Hires after July 1, 2003 - 15 years of credits.
   Hires after July 1, 2007 - 16 years of credits.
   Hires after July 1, 2008 - 17 years of credits.
   Hires after July 1, 2009 - 18 years of credits.

2. For both outside experience and for payment of increment within this system, 75% of work days in any one school year shall constitute a year's service. However, if a teacher enters this system having taught one full semester, but only one semester, he/she shall be placed on Step 2 on the schedule.

3. Units of college credit earned prior to the granting of the BA Degree shall not be recognized for advancement of one column per year allowed.

4. All teachers shall be placed on the salary schedule in accordance with the requirement of the District. New teachers shall submit to Human Resource Department their transcripts of records, documented evidence of teaching experience, military service and allied arts experience within thirty (30) days of employment.

   Teachers with only emergency permits, intern permits or waivers are not qualified to advance beyond column 1 of the salary schedule.

5. Salaries for each ensuing school year shall be calculated upon the transcripts/grade report of college work which has been recorded in the Human Resource Department as of October 10 of each year. Failure to verify by this date will result in the loss of any additional salary granted for that school year.

Revised: *2009/2010 school year*
June 1, 2009

Appendix A-1

Gilroy Unified School District

Certificated Salary Schedule
2024-2025 School Year

Effective: July 1, 2024

	Column 2	Column 3	Column 4	Column 5	Column 6
Years	BA+ Permit/Credential (Yearly Salary)	BA+ 30 Semester Units or MA (Yearly Salary)	BA+ 45 Semester Units or MA+ 35 Semester Units (Yearly Salary)	BA+ 60 Semester Units or MA+ 50 (Yearly Salary)	BA+ 75 Semester Units or MA+ 65 Semester Units (Yearly Salary)
1	$ 69,898	$ 69,898	$ 69,898	$ 69,899	$ 72,167
2	$ 69,898	$ 69,898	$ 69,899	$ 72,167	$ 76,016
3	$ 69,898	$ 69,899	$ 72,167	$ 76,016	$ 79,871
4	$ 69,900	$ 72,167	$ 76,016	$ 79,871	$ 83,722
5	$ 72,167	$ 76,016	$ 79,871	$ 83,722	$ 87,569
6	$ 76,016	$ 79,871	$ 83,722	$ 87,569	$ 91,415
7	$ 79,883	$ 83,722	$ 87,569	$ 91,415	$ 95,268
8	$ 83,722	$ 87,569	$ 91,415	$ 95,268	$ 99,122
9	$ 83,722	$ 91,415	$ 95,268	$ 99,122	$ 102,967
10	$ 83,722	$ 91,415	$ 99,122	$ 102,967	$ 106,816
11	$ 83,722	$ 91,415	$ 99,122	$ 107,839	$ 111,720
12	$ 83,722	$ 91,415	$ 99,122	$ 107,839	$ 115,609
13	$ 83,722	$ 91,415	$ 99,122	$ 107,839	$ 115,609
14	$ 83,722	$ 91,415	$ 99,122	$ 107,839	$ 115,609
15	$ 83,722	$ 91,415	$ 99,122	$ 111,636	$ 119,408
16	$ 83,722	$ 91,415	$ 99,122	$ 111,636	$ 119,408
17	$ 83,722	$ 91,415	$ 99,122	$ 111,636	$ 119,408
18	$ 83,722	$ 91,415	$ 99,122	$ 115,441	$ 123,207
19	$ 83,722	$ 91,415	$ 99,122	$ 115,441	$ 123,207
20	$ 83,722	$ 91,415	$ 99,122	$ 115,441	$ 123,207
21	$ 83,722	$ 91,415	$ 99,122	$ 119,237	$ 127,010
22	$ 83,722	$ 91,415	$ 99,122	$ 119,237	$ 127,010
23	$ 83,722	$ 91,415	$ 99,122	$ 119,237	$ 127,010
24	$ 83,722	$ 91,415	$ 99,122	$ 119,237	$ 127,010
25	$ 83,722	$ 91,415	$ 99,122	$ 123,041	$ 130,809

Incentive Program: A yearly stipend of $1,000 will be paid by the District to fully credentialed Bilingual (BCLAD) and $1,500 Special Education employees who are teaching or serving in an assignment where a BCLAD or Special Education Credential is required.

Adopted by the GUSD Board of Education: 5/8/2025

Gilroy Unified School District

Counselor Salary Schedule
2024-2025 School Year

Effective: July 1, 2024

(Requires ten (10) work days beyond teacher work year)

Years	Class I w/MA (Yearly Salary)	Class II BA+ 75 Units w/MA (Yearly Salary)
1	$ 105,926	$ 108,035
2	$ 110,131	$ 112,238
3	$ 114,340	$ 116,446
4	$ 114,340	$ 120,653
5	$ 114,340	$ 124,855
6	$ 114,340	$ 124,855
7	$ 114,340	$ 124,855
8	$ 114,340	$ 124,855
9	$ 114,340	$ 124,855
10	$ 114,340	$ 124,855
11	$ 114,340	$ 124,855
12	$ 114,340	$ 124,855
13	$ 114,340	$ 124,855
14	$ 114,340	$ 124,855
15	$ 114,340	$ 128,654
16	$ 114,340	$ 128,654
17	$ 114,340	$ 128,654
18	$ 114,340	$ 132,458
19	$ 114,340	$ 132,458
20	$ 114,340	$ 132,458
21	$ 114,340	$ 136,258
22	$ 114,340	$ 136,258
23	$ 114,340	$ 136,258
24	$ 114,340	$ 136,258
25	$ 114,340	$ 140,058

Gilroy Unified School District

Psychologist and Program Administrator Salary Schedule
2024-2025 School Year

Effective: July 1, 2024

(Requires ten (10) work days beyond teacher work year)

Years	Class I w/MA (Yearly Salary)	Class II BA+ 75 Units w/MA (Yearly Salary)
1	$ 107,079	$ 109,184
2	$ 111,286	$ 113,389
3	$ 115,497	$ 117,597
4	$ 115,497	$ 121,804
5	$ 115,497	$ 126,012
6	$ 115,497	$ 126,012
7	$ 115,497	$ 126,012
8	$ 115,497	$ 126,012
9	$ 115,497	$ 126,012
10	$ 115,497	$ 126,012
11	$ 115,497	$ 126,012
12	$ 115,497	$ 126,012
13	$ 115,497	$ 126,012
14	$ 115,497	$ 126,012
15	$ 115,497	$ 129,812
16	$ 115,497	$ 129,812
17	$ 115,497	$ 129,812
18	$ 115,497	$ 133,614
19	$ 115,497	$ 133,614
20	$ 115,497	$ 133,614
21	$ 115,497	$ 137,415
22	$ 115,497	$ 137,415
23	$ 115,497	$ 137,415
24	$ 115,497	$ 137,415
25	$ 115,497	$ 141,213

Gilroy Unified School District

Preschool Salary Schedule
2024-2025 School Year

Effective: July 1, 2024

Years	P-1 60 Units (Yearly Salary)	P-2 75 Units (Yearly Salary)	P-3 90 Units (Yearly Salary	P-4 105 Units (Yearly Salary)	P-5 120 Units (Yearly Salary)	P-6 135 Units (Yearly Salary)
1	$ 55,734	$ 57,929	$ 60,121	$ 62,335	$ 64,549	$ 66,790
2	$ 58,212	$ 60,686	$ 62,943	$ 65,352	$ 67,655	$ 69,914
3	$ 61,247	$ 63,769	$ 66,178	$ 68,590	$ 71,106	$ 73,558
4	$ 64,206	$ 66,790	$ 69,283	$ 71,954	$ 73,387	$ 77,098
5	$ 67,611	$ 70,239	$ 73,017	$ 75,622	$ 78,335	$ 81,026
6	$ 70,892	$ 73,756	$ 76,620	$ 79,422	$ 82,331	$ 85,023
7	$ 70,892	$ 73,756	$ 76,620	$ 79,422	$ 82,331	$ 85,023
8	$ 70,892	$ 73,756	$ 76,620	$ 79,422	$ 82,331	$ 85,023
9	$ 70,892	$ 73,756	$ 76,620	$ 79,422	$ 82,331	$ 85,023
10	$ 70,892	$ 73,756	$ 76,620	$ 79,422	$ 82,331	$ 85,023
11	$ 74,433	$ 77,443	$ 80,451	$ 83,392	$ 86,450	$ 89,274
12	$ 74,433	$ 77,443	$ 80,451	$ 83,392	$ 86,450	$ 89,274
13	$ 74,433	$ 77,443	$ 80,451	$ 83,392	$ 86,450	$ 89,274
14	$ 74,433	$ 77,443	$ 80,451	$ 83,392	$ 86,450	$ 89,274
15	$ 74,433	$ 77,443	$ 80,451	$ 83,392	$ 86,450	$ 89,274
16	$ 78,159	$ 81,317	$ 84,474	$ 87,565	$ 90,770	$ 93,738
17	$ 78,159	$ 81,317	$ 84,474	$ 87,565	$ 90,770	$ 93,738
18	$ 78,159	$ 81,317	$ 84,474	$ 87,565	$ 90,770	$ 93,738
19	$ 78,159	$ 81,317	$ 84,474	$ 87,565	$ 90,770	$ 93,738
20	$ 78,159	$ 81,317	$ 84,474	$ 87,565	$ 90,770	$ 93,738
21+	$ 82,065	$ 85,383	$ 88,702	$ 91,944	$ 95,312	$ 98,426

Appendix D-1

Gilroy Unified School District

Stipends for Extra Duty/Extra Pay (Section 23.4)

Appendix D
2024/2025 School Year

Effective: May 8, 2025

Comprehensive High School Program
74 Total Approved Positions per Comprehensive High School

A. $5,394: Three (3) Director Positions		
1. Activities Director	2. Athletic Director	3. Athletic Trainer

B. $3,565: Twenty-four (24) Varsity Coach Positions		
1. Football (Coed)	9. Soccer (Boys)	17. Volleyball (Girls)
2. Basketball (Boys)	10. Soccer (Girls)	18. Golf (Boys)
3. Basketball (Girls)	11. Water Poll (Boys)	19. Gymnastics (Girls)
4. Baseball (Boys)	12. Badminton (Coed)	20. Tennis (Boys)
5. Softball (Girls)	13. Wrestling (Coed)	21. Tennis (Girls)
6. Cross Country (Coed)	14. Volleyball (Boys)	22. Water Polo (Girls)
7. Field hockey (Girls)	15. Track (Boys)	23. Golf (Girls)
8. Swimming (Boys)	16. Track (Girls)	24. Lacrosse (Boys)

C. $3,565: One (1) Activity Advisor Position
1. Spirit

D. $3,373: Thirty (30) Assistant/JV Coach Positions		
1. Field Hockey (Girls)	11. Volleyball (Girls)	21. Baseball (Boys)
2. Football (Coed)	12. Volleyball (Girls)	22. Gymnastics (Girls)
3. Football (Coed)	13. Basketball (Girls)	23. Softball (Girls)
4. Football (Coed)	14. Basketball (Girls)	24. Softball (Girls)
5. Football (Coed)	15. Basketball (Girls)	25. Track (Coed)
6. Football (Coed)	16. Basketball (Boys)	26. Track (Coed)
7. Football (Coed)	17. Soccer (Girls)	27. Track (Coed)
8. Football (Coed)	18. Soccer (Boys)	28. Golf (Boys)
9. Football (Coed)	19. Wrestling (Coed)	29. Swimming (Coed)
10. Volleyball (Boys)	20. Baseball (Boys)	30. Lacrosse (Boys)

E. $3,373: One (1) Activity Assistant Position
1. Spirit

F. $3,373: Five (5) Activities Positions	
1. Choir	4. Marching Band
2. Theater Production	5. Drama
3. Yearbook	

G. $1,708: Three (3) Activities Positions	
1. Debate	
2. Drill Team	
3. Literary Magazine	

H. $960: Nine (9) Early Football Positions		
1. Football	4. Early Football	7. Early Football
2. Football	5. Early Football	8. Early Football
3. Football	6. Early Football	9. Early Football

Adopted by the GUSD Board of Education: 5/8/2025

Gilroy Unified School District

Stipends for Extra Duty/Extra Pay (Section 23.4)

Appendix D
2024/2025 School Year

Effective: May 8, 2025

Middle School Program
25 Total Approved Positions per Comprehensive High School

A. $3,753: Three (3) Director Positions
1. Director of Student Activities 2. Director of Intramural Activities 3. Athletic Director

B. $1,890: Fourteen (14) Head Coach Positions		
1. Softball 2. Wrestling 3. Cross Country (Boys) 4. Cross Country (Girls) 5. Track (Boys	6. Track (Girls) 7. Basketball (6th & 7th – Boys) 8. Basketball (6th & 7th – Girls) 9. Basketball (8th – Boys) 10. Basketball (8th – Girls)	11. Volleyball (6th & 7th – Girls) 12. Volleyball (8th – Girls) 13. Soccer 14. Soccer

C. $1,575: Five (5) Assistant Coach Positions		
1. Wrestling 2. Wrestling	3. Cross country 4. Track	5. Track

D. $1,586: Four (4) Positions		
1. Band 2. Drama	3. Choir 4. Yearbook	

Appendix E-1

Gilroy Unified School District

Comprehensive High School Academic Coordinator
2024-2025 School Year

Effective: July 1 ,2024

(Requires thirteen (13) work days beyond the teacher work year)

Years	Class I w/MA (Yearly Salary)	Class II BA+ 75 Units w/MA (Yearly Salary)
1	$ 109,833	$ 112,129
2	$ 114,046	$ 116,338
3	$ 118,250	$ 120,546
4	$ 118,250	$ 124,759
5	$ 118,250	$ 128,972
6	$ 118,250	$ 128,972
7	$ 118,250	$ 128,972
8	$ 118,250	$ 128,972
9	$ 118,250	$ 128,972
10	$ 118,250	$ 128,972
11	$ 118,250	$ 128,972
12	$ 118,250	$ 128,972
13	$ 118,250	$ 128,972
14	$ 118,250	$ 128,972
15	$ 118,250	$ 132,674
16	$ 118,250	$ 132,674
17	$ 118,250	$ 132,674
18	$ 118,250	$ 136,381
19	$ 118,250	$ 136,381
20	$ 118,250	$ 136,381
21	$ 118,250	$ 140,091
22	$ 118,250	$ 140,091
23	$ 118,250	$ 140,091
24	$ 118,250	$ 140,091
25	$ 118,250	$ 143,798

Salary Placement Guidelines
Speech Language Pathologists/Speech Therapists

- Credit for years of service may be gained for both school district and private practice for services verified in the area of speech pathology. Previous verified experience is limited to 18 years of credit.

- 75% of work days in any one school year shall constitute a year's service.

- Newly hired Speech Language Pathologist/Speech Therapists shall submit to Human Resource Department their authorizing California credential(s), transcripts of records, documented evidence of experience within thirty (30) days of employment.

Gilroy Unified School District

Speech Language Pathologist Salary Schedule
2024-2025 School Year

Effective: July 1, 2024

Years	Yearly Salary
1	$ 79,385
2	$ 83,617
3	$ 87,857
4	$ 92,090
5	$ 96,326
6	$ 100,557
7	$ 104,796
8	$ 109,032
9	$ 113,265
10	$ 117,499
11	$ 122,891
12	$ 127,167
13	$ 127,167
14	$ 127,167
15	$ 131,350
16	$ 131,350
17	$ 131,350
18	$ 135,528
19	$ 135,528
20	$ 135,528
21	$ 139,711
22	$ 139,711
23	$ 139,711
24	$ 139,711
25	$ 143,890

<u>APPENDIX G:</u> ANNUAL UNIT MEMBER/STUDENT CONTACT MINUTES (SECTION 12.3)

ELEMENTARY SITES

Grade Level	Number of Days	Minutes Per Day	Student Instructional Minutes Per Year	Article 12 Preparation Time	Total Teacher/Student Contact Minutes Per Year (Includes Passing Time)
Grades 1-3, Kindergarten and Transitional Kindergarten (50,688)					
Regular Days	136	293	39,848		39,848
Adjusted Days					
8- Parent Conferences (Section 12.7	5	250	1,250		1,250
3-Staff Development (Section 12.12.3)	3				
Wednesdays Section 12.4	37	250	9,250		9,250
Minimum Day: Thanksgiving (205 min)					
Minimum Day final Day (160)	2	170	340		340
Total	**180**		**50,688**		**50,688**
Grades 4th - 5th (54,528)					
Regular Days	136	318	43,248	Section 12.4.2	43,248
Adjusted Days				Section 12.4.1	
8-Parent Conferences (Section 12.7)	5	260	1,300		1,300
3-Staff Development (Section 12.12.3)	3				
Wednesdays (Section 12.4)	37	260	9,260		9,620
Minimum Day: Thanksgiving (215 min)					
Minimum Day: Final Day (170 min)	2	180	360		360
Total	**180**		**54,528**		**54,528**

SECONDARY SITES					
Grade Level	Number of Days	Minutes Per Day	Student Instructional Minutes Per Year	Article 12 Preparation Time	Total Teacher/Student Contact Minutes Per year (Includes Passing Time)
Middle School (58,067)					
Regular Days	172	339	53,223	7,470	53,223
Adjusted Days	6	279	4,464	420	4,464
8- Parent Conferences (Section 12.7)					
3-Staff Development (Section 12.12.3)					
1-Graduation Practice					
2-Minimum Days	2	190	380	60	380
Total Grades 6-8	**180**		**58,067**	**(7,950)**	**58,067**
High School (55,133)					
Regular Days	57	371	21,147	(9,690)	11,457
Adjusted Days (Block Schedule)	108	372	40.176		40,176
Early Out (Teacher Collaboration)	7	253	1,771		1,771
Staff Development (Section 12.12.3)	3				
Final Exam Schedule	6	253	1,518	(250)	1,268
Minimum Day	2	248	496	(35)	461
Total For Grades 9-12	**180**		**65,108**	**(9,975)**	**55,133**

As Permitted by the California Department of Education, these minutes include student passing time

(Subject to change, based on the instructional calendar)

Appendix H-1

Gilroy Unified School District
2024-2025 GTA Certificated Work Calendar

Total Number of Required Work Days:

188 Days - New Teachers
186 Days - Teachers
186 Days - Speech Pathologist
188 Days - School Nurses*
199 Days - Academic Coordinators*
196 Days - School Counselors*
196 Days - Program Specialists*
196 Days - School Psychologists*
199 Days - Athletic Directors*
199 Days - Athletic Trainers*
192 Days - District Office Academic Coaches (TOSA)*

* = Additional work days scheduled with Site/Program Administrator in writing. These work days are not designated on calendar.

First day of Student Instruction: Wednesday - August 21, 2024
Last day of Student Instruciton: Friday - June 13, 2025 (Minimum Day)

Staff Development Days:
Monday - August 19, 2024 (All Certificated Staff, Full Day)
Friday - October 11, 2024 (All Certificated Staff, Full Day)
Friday - January 24, 2025 (All Certificated Staff, Full Day)

Teacher Records Day:
Secondary Program: Tuesday - January 6, 2025
Elementary Program: Tuesday - May 27, 2025

Minimum Days:
Elementary Program: All Wednesdays
May 23, 2025: Minimum Day for Certificated Staff

180 Student Instructional Days

July 2024						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						8

September 2024						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					20

October 2024						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		22

November 2024						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						15

December 2024						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				14

January 2025						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
					18/E	17/S

February 2025						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						15

March 2025						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					21

April 2025						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			17

May 2025						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					20/E	21/S

June 2025						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	**13**	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					10

Adopted by the GUSD Board of Education: TBD

Appendix H-2

Gilroy Unified School District
2025-2026 GTA Certificated Work Calendar

Total Number of Required Work Days:

188 Days - New Teachers
186 Days - Teachers
186 Days - Speech Pathologist
188 Days - School Nurses*
199 Days - Academic Coordinators*
196 Days - School Counselors*
196 Days - Program Specialists*
196 Days - School Psychologists*
199 Days - Athletic Directors*
199 Days - Athletic Trainers*
192 Days - District Office Academic Coaches (TOSA)*

* = Additional work days scheduled with Site/Program Administrator in writing. These work days are not designated on calendar.

First day of Student Instruction: Wednesday - August 20, 2025
Last day of Student Instruciton: Friday - June 12, 2026 (Minimum Day)

Staff Development Days:
Monday - August 18, 2025 (All Certificated Staff, Full Day)
Friday - October 24, 2025 (All Certificated Staff, Full Day)
Friday - January 23, 2026 (All Certificated Staff, Full Day)

Teacher Records Day:
Secondary Program: Monday - January 5, 2026
Elementary Program: Monday - June 1, 2026

Minimum Days:
Elementary Program: All Wednesdays
May 22, 2026: Minimum Day for Certificated Staff

180 Student Instructional Days

July 2025

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						8

September 2025

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

October 2025

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	21

November 2025

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						14

December 2025

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			15

January 2026

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					E/18	S/17

February 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
						15

March 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

April 2026

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		17

May 2026

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						20

June 2026

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	**12**	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30			E/9	S/10

Adopted by the GUSD Board of Education: TBD

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Gilroy Unified School District
2026-2027 GTA Certificated Work Calendar

Total Number of Required Work Days:

188 Days - New Teachers
186 Days - Teachers
186 Days - Speech Pathologist
188 Days - School Nurses*
199 Days - Academic Coordinators*
196 Days - School Counselors*
196 Days - Program Specialists*
196 Days - School Psychologists*
199 Days - Athletic Directors*
199 Days - Athletic Trainers*
192 Days - District Office Academic Coaches (TOSA)*

* = Additional work days scheduled with Site/Program Administrator in writing. These work days are not designated on calendar.

First day of Student Instruction: Wednesday - August 19, 2026
Last day of Student Instruction: Friday - June 11, 2027 (Minimum Day)

Staff Development Days:
Monday - August 17, 2026 (All Certificated Staff, Full Day)
Friday - October 16, 2026 (All Certificated Staff, Full Day)
Friday - January 22, 2027 (All Certificated Staff, Full Day)

Teacher Records Day:
Secondary Program: Monday - January 4, 2027
Elementary Program: Tuesday - June 1, 2027

Minimum Days:
Elementary Program: All Wednesdays
May 28, 2027: Minimum Day for Certificated Staff

180 Student Instructional Days

July 2026						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					9

September 2026						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			21

October 2026						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						20

November 2026						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					15

December 2026						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		14

January 2027						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31					E/18	S/17

February 2027						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						15

March 2027						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			20

April 2027						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	20

May 2027						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					20

June 2027						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	**11**	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30		E/8	S/9

Adopted by the GUSD Board of Education: 12/18/2025

APPENDIX J-1: OBSERVATION FORM

Unit Member Name:	**Evaluator Name:**	**School/Assignment:**
Date of Pre-Observation Conference:	**Employment Status:**	☐ **Temporary** ☐ **Probationary (☐ 0 ☐ 1 ☐ 2)** ☐ **Permanent**
Date of Post-Observation Conference:		
Date of Observation:	**Evaluation Period:**	☐ **First: Within first 50 instructional days** ☐ **Second: Within first 110 instructional days** ☐ **Third: No later than April 20**

Standard 1: Engaging and Supporting All Students in Learning	**Unsatisfactory / Not Meeting Standards**	**Satisfactory / Meets Standards**	**Not Observed**	**Performance Rating (Optional)**
1.1 Using knowledge of students to engage them in learning				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3 Connecting subject matter to meaningful, real-life contexts				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
1.6 Monitoring student learning and adjusting instruction while teaching				
Overall Performance Rating (CSTP 1)				

Comments and Evidence:

APPENDIX J-1: OBSERVATION FORM

Standard 2: Creating and Maintaining Effective Environments for Student Learning	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standards	Not Observed	Performance Rating (Optional)
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				
Overall Performance Rating (CSTP 2)				

Comments and Evidence:

APPENDIX J-1: OBSERVATION FORM

Standard 3: Understanding and Organizing Subject Matter for Student Learning	**Unsatisfactory / Not Meeting Standards**	**Satisfactory / Meets Standards**	**Not Observed**	**Performance Rating (Optional)**
3.1 Demonstrating knowledge of subject matter academic content standards				
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 the subject matter				
3.4 Utilizing instructional strategies that are appropriate to the subject matter				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6.1 Addressing the needs of *English Learners* and students with special needs to provide equitable access to the content				
3.6.2 Addressing the needs of English Learners and *students with special needs* to provide equitable access to the content				
Overall Performance Rating (CSTP 3)				

Comments and Evidence:

APPENDIX J-1: OBSERVATION FORM

Standard 4: Planning Instruction and Designing Learning Experiences for all Students	**Unsatisfactory / Not Meeting Standards**	**Satisfactory / Meets Standards**	**Not Observed**	**Performance Rating (Optional)**
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				
Overall Performance Rating (CSTP 4)				

Comments and Evidence:

APPENDIX J-1: OBSERVATION FORM

Standard 5: Assessing Students for Learning	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standards	Not Observed	Performance Rating (Optional)
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 students and their families				
Overall Performance Rating (CSTP 5)				

Comments and Evidence:

APPENDIX J-1: OBSERVATION FORM

Standard 6: Developing as a Professional Educator	Unsatisfactory / Not Meeting Standards	Satisfactory / Meets Standards	Not Observed	Performance Rating (Optional)
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				
Overall Performance Rating (CSTP 6)				

Comments and Evidence:

Evaluatee's Signature*	Date	Evaluator's Signature	Date

**The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Observation Form that shall become a permanent attachment to the evaluation when placed in the personnel file.*

At the end of the conference between the evaluator and the evaluatee, the evaluator shall provide the unit member with a copy of the J-1 that has been signed by both parties.

APPENDIX J-2: FORMAL OBSERVATION SUMMARY REPORT
(No Later than May 10)

Unit Member Name:	Evaluator Name:	School/Assignment:
Date of Post-Observation Conference 1:	Employment Status:	☐ Temporary ☐ Probationary (☐ 0 ☐ 1 ☐ 2) ☐ Permanent
Date of Post-Observation Conference 2:		
Date of Post-Observation Conference 3:	Evaluation Period:	☐ First: Within first 50 instructional days ☐ Second: Within first 110 instructional days ☐ Third: No later than April 20

Section 1. Summary of Performance

CSTP Overall Performance Rating	Observation Summary					
	1		2		3	
	Unsatisfactory / Not Meeting Standards	Satisfactory / Meeting Standards	Unsatisfactory / Not Meeting Standards	Satisfactory / Meeting Standards	Unsatisfactory / Not Meeting Standards	Satisfactory / Meeting Standards
CSTP 1: Engaging and Supporting All Students in Learning						
CSTP 2: Creating and Maintaining Effective Environments for Student Learning						
CSTP 3: Understands and Organizes Content Knowledge for Students						
CSTP 4: Planning Instruction and Designing Learning Experiences for All Students						
CSTP 5: Assesses Student Learning						
CSTP 6: Developing as a Professional Educator						
Certificated Employee Growth Plan	☐		☐		☐	

Commendations/Recommendations/Comments:

APPENDIX J-2: FORMAL OBSERVATION SUMMARY REPORT
(No Later than May 10)

Section 2: Performance Summary & Recommendation

Performance Summary	Unsatisfactory / Not Meeting Standards	Satisfactory / Meeting Standards
Summative Evaluation		

Certificated Employee Growth Plan (Section 14.10)	Yes **(Required if "Unsatisfactory")**		No	
PAR Referral for Permanent/Probationary Unit Members (Section 14.9.3, Article 27)	Yes **(Required if "Unsatisfactory")**		No	

Evaluatee's Signature*	Date	Evaluator's Signature	Date

**The evaluatee's signature does not constitute endorsement of evaluator's notations, only that this document has been reviewed. Within ten (10) working days the unit member may attach a written response to the Formal Observation Summary Report Form that shall become a permanent attachment to the evaluation when placed in the personnel file.*

As described in 14.9.1, The Formal Summary Observation Report and all the attachments, including Observation Forms (J-1) and the unit member's comments, shall be placed in the unit member's personnel file.

At the end of the conference between the evaluator and the evaluatee, the evaluator shall provide the unit member with a copy of the J-2 that has been signed by both parties.

APPENDIX J-3: EMPLOYEE GROWTH PLAN

Unit Member Name:	**Evaluator Name:**	**School/Assignment:**	
	Growth Plan Type		
Date of Growth Plan:	**Post Observation Rating (J-1) (14.8.1.5)**	Unsatisfactory / Not Meeting Standards in at least one CSTP Overall Performance Rating	☐
Date of Initiation:	**Summative Evaluation Rating (J-2) (14.10)**	Unsatisfactory / Not Meeting Standards	☐
Target Date for Completion:	**Alternative Evaluation Program (14.11.5)**	For permanent unit members on an Alternative Evaluation Plan, the primary evaluator shall provide at least one conference to provide feedback or a progress report.	☐

Specific Sub-Standard(s) Needing Improvement: _____

Improvement Required	Assistance Provided and Monitored by Site Administrators (Include Program and People)	Progress Report or Feedback Dates	Indicator(s) of Accomplishments (Methods to Measure Improvement)	Completion Confirmed by Evaluator

☐ If additional pages included

Evaluatee's Signature*	Date	Evaluator's Signature	Date

The unit member, under the guidance of the evaluator, is responsible for implementing the growth plan and demonstrating the indicators of accomplishment. Merely completing improvement activities may not demonstrate successful performance or the indicators of accomplishment.

**Within ten (10) working days the evaluatee has the right to initiate a written response to the Growth Plan and to have the response become a permanent attachment to the evaluation.*

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 1 CSTP: Engaging and Supporting All Students in Learning

	Emerging	Exploring	Applying	Integrating	Innovating
1.1 **Using knowledge of students to engage them in learning**	Learns about students through data provided by the school and/or through district assessments.	Gathers additional data to learn about individual students.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.	Uses data from multiple sources to make adjustments to instruction and meet individual identified learning needs.	Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.
1.2 **Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests**	Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students.	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.	Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.	Integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction.	Uses extensive information regarding students and their communities systematically and flexibly throughout instruction.
1.3 **Connecting subject matter to meaningful, real-life contexts**	Uses real-life connections during instruction as identified in curriculum. Some students relate subject matter to real-life.	Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding. Students make use of real-life connections provided in single lessons or sequence of lessons to support understanding of subject matter.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community. Students utilize real-life connections regularly to develop understandings of subject matter.	Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter. Students actively engage in making and using real-life connections to subject matter to extend their understanding.	Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction. Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

1.4 **Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs**	Uses instructional strategies, resources, and technologies as provided by school and/or district.	Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.	Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.	Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.
1.5 **Promoting critical thinking through inquiry, problem solving, and reflection**	Asks questions that focus on factual knowledge and comprehension.	Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically.	Guide students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content.	Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives.	Facilitates systematic opportunities for students to apply critical thinking by designing structured inquires into complex problems.
1.6 **Monitoring student learning and adjusting instruction while teaching**	Implements lessons following curriculum guidelines.	Seeks to clarify instructions and learning activities to support student understanding.	Makes adjustments to instruction based on observation of student engagement and regular checks for understanding.	Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.	Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

	Emerging	Exploring	Applying	Integrating	Innovating
2.1 **Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully**	Models and communicates expectations for fair and respectful behavior to support social development.	Models fair and respectful behavior. Demonstrates commitment to fairness and respect in communications with students about language and behavior. Seeks to understand cultural perceptions of caring community.	Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts. Incorporates cultural awareness to develop a positive classroom climate.	Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community. Supports students in taking leadership in developing a caring community that is responsive to the diverse cultural norms of identities of all students.	Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.
2.2 **Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students**	Is aware of the importance of the physical and/or virtual learning environments that support student learning. Is aware that structured interaction between students can support learning.	Experiments with adapting the physical and/or virtual learning environments that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning.	Develops physical and/ or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks.	Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction that engage students constructively and productively in learning.	Adapts physical and/ or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

2.3 **Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe**	Adheres to policies and laws regarding safety that are required by the site, district, and state. Responds to behaviors that impact student safety as they arise.	Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments. Explores strategies to establish intellectual and emotional safety in the classroom.	Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum. Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety.	Integrates support for students to take risks and offer respectful opinions about divergent viewpoints. Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom.	Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.
2.4 **Creating a rigorous learning environment with high expectations and appropriate support for all students**	Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks. Is aware of the importance of maintaining high expectations for students.	Focuses on the development of a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students.	Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps.	Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement.	Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

2.5 **Developing, communicating, and maintaining high standards for individual and group behavior**	Establishes expectations, rules, and consequences for individual and group behavior. Refers to standards for behavior and applies consequences as needed.	Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior. Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement.	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Utilizes routine references to standards for behavior prior and during individual and group work.	Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities. Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation.	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
2.6 **Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn**	Establishes procedures, routines or norms for single lessons to support student learning. Responds to disruptive behavior.	Develops routines, procedures, and norms in single lessons or sequence of lessons with some student involvement. Seeks to promote positive behaviors and responds to disruptive behavior.	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate.	Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate.	Facilitates student participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

2.7 **Using instructional time to optimize learning**	Paces instruction based on curriculum guidelines. Develops awareness of how transitions and classroom management impact pacing and lessons.	Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning.	Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.	Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.	Paces, adjusts, and fluidly facilitates instruction and daily activities.

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

	Emerging	Exploring	Applying	Integrating	Innovating
3.1 Demonstrating knowledge of subject matter* academic content standards	Has foundational knowledge of subject matter, related academic language, and academic content standards.	Examines concepts in subject matter and academic language to identify connections between academic content standards and instruction.	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.	Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, and academic language, in ways that ensure clear connections and relevance to students.	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Has basic knowledge of student stages of development while becoming aware of differences in students' understanding of subject matter. Teaches subject-specific vocabulary following curriculum guidelines.	Expands knowledge of student development and implements learning activities in single lessons or sequence of lessons that address students' proficiencies and support understanding of subject matter including related academic language. Provides explicit teaching of essential content vocabulary and associated academic language in single lessons or sequence of lessons. Explains academic language, formats, and vocabulary to support student access to subject matter when confusions are identified.	Uses knowledge of student development and proficiencies to adapt instruction and meet students' diverse learning needs. Ensures understanding of subject matter including related academic language. Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.	Integrates knowledge of individual student development to inform instructional decisions to ensure student understanding of subject matter including related academic language. Provides explicit teaching of specific academic language, text structure, grammatical, and stylistic language features to ensure equitable access and subject matter understanding for the range of student language levels and abilities.	Draws upon comprehensive knowledge of students to guide all students to develop proficiencies, understand subject matter including related academic language. Engages students at all levels of vocabulary, academic language, and proficiency in self-directed goal setting, monitoring, and improvement. Guides all students in using analysis strategies that provides equitable access and deep understanding of subject matter.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

3.3 **Organizing curriculum to facilitate student understanding of the subject matter**	Follows organization of curriculum as provided by site and district to support student understanding of subject matter.	Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.	Draws upon extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction. Ensures student comprehension and facilitates student articulation about what they do and don't understand.
3.4 **Utilizing instructional strategies that are appropriate to the subject matter**	Uses instructional strategies that are provided in the curriculum.	Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.	Integrates instructional strategies appropriate to subject matter to meet students' diverse learning, to ensure student understanding of academic language, and guide students in understanding connections within and across subject matter.	Draws upon an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of students towards a deep knowledge of subject matter.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

3.5 **Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students**	Uses available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students. Identifies technological resources needed.	Explores additional instructional materials, resources, and technologies to make subject matter accessible to students. Explores how to make technological resources available to all students.	Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter. Guides students to use available print, electronic, and online subject matter resources based on individual needs.	Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students. Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.	Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter. Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

3.6.1 **Addressing the needs of *English Learners* and students with special needs* to provide equitable access to the content**	Is aware of students' primary language and English language proficiencies based on available assessment data. Provides adapted materials to help English Learners access content.	Seeks additional information describing elements of culture and language proficiencies in listening, speaking, reading and writing. Uses multiple measures for assessing English learners' performance to identify gaps in English language development. Attempts to scaffold content using visuals, models, and graphic organizers.	Identifies English language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners. Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to improve language proficiencies and understand content.	Integrates knowledge of English language development and English learner's strengths and assessed needs to differentiate English language and content instruction. Develops and adapts instruction to provide a wide range of scaffolded supports for language and content for the range of English learners.	Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals. Is resourceful and flexible in the design, adjustment and elimination of scaffolds based on English learners' proficiencies, knowledge and skills in content.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

3.6.2 **Addressing the needs of English Learners and *students with special needs** to provide equitable access to the content**	Has an awareness of the full range of students identified with special needs students through data provided by the school. Attends required meetings with resource personnel and families. Learns about referral processes for students with special needs.	Seeks additional information on the full range of students identified with special needs to address challenges or supports in single lessons or sequence of lessons. Cooperates with resource personnel, para-educators, and families during meetings and activities in support of learning plans and goals. Seeks additional information on struggling learners and advanced learners to determine appropriateness for referral.	Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction. Communicates regularly with resource personnel, para-educators, and families to ensure that student services are provided and progress is made in accessing appropriate content. Refers students as needed in a timely and appropriate manner supported with documented data over time, including interventions tried previous to referral.	Integrates accommodations, adaptations, and extensions to instruction for the full range of students with special needs to ensure adequate support and challenge. Communicates and collaborates with colleagues, support staff and families to ensure consistent instruction. Supports families in positive engagement with the school. Initiates and monitors referral processes and follow-up meetings to ensure that students receive support and/or extended learning that is integrated into the core curriculum.	Guides and supports the full range of students with special needs to actively engage in the assessment, and monitor their own strengths, learning needs, and achievements in accessing content. Communicates and collaborates with resource personnel, para-educators, families, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs. Takes leadership at the site/ district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

	Emerging	Exploring	Applying	Integrating	Innovating
4.1 **Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.**	Plans daily lessons using available curriculum and information from district and state required assessments. Is aware of the impact of bias on learning.	Plans single lessons or sequence of lessons using additional assessment information on student academic readiness, language, cultural background, and individual development. Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge of students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development. Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	Plans differentiated instruction which is based on broad knowledge of students while matching resources and specific strategies to students' diverse learning needs and cultural backgrounds. Planning addresses bias, stereotyping, and assumptions about cultures and members of cultures.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students. Engages students in the analysis of bias, stereotyping, and assumptions.
4.2 **Establishing and articulating goals for student learning**	Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

4.3 **Developing and sequencing long-term and short-term instructional plans to support student learning**	Uses available curriculum guidelines for daily, short- and long-term plans.	Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.	Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.
4.4 **Planning instruction that incorporates appropriate strategies to meet the learning needs of all students**	Plans instruction that incorporates strategies suggested by curriculum guidelines. Is aware of student content, learning, and language needs through data provided by the site and district.	Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs. Seeks to learn about students' diverse learning and language needs beyond basic data.	Incorporates instructional strategies into ongoing planning address culturally responsive pedagogy, and students' diverse language, and learning needs. Considers strategies to provide support and challenge for students. Uses assessments of students' learning and language needs to inform planning differentiated instruction.	Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and learning needs. Incorporates appropriate support and challenge for students. Integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs.	Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all. Facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

4.5 **Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.**	Implements lessons and uses materials from curriculum provided.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.	Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs. Engages with students to identify types of adjustments in instruction that best meet their learning needs.

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 5 CSTP: Assessing Students for Learning

	Emerging	Exploring	Applying	Integrating	Innovating
5.1 **Applying knowledge of the purposes, characteristics, and uses of different types of assessments**	Is aware of the purposes and characteristics of formative and summative assessments.	Explores the use of different types of pre-assessment, formative and summative assessments. Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments. Selects assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.	Develops and adapts the range of appropriate assessments to address questions about students' learning needs and progress. Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress. Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.
5.2 **Collecting and analyzing assessment data from a variety of sources to inform instruction**	Uses data from required assessments to assess student learning. Follows required processes for data analysis and draws conclusions about student learning.	Explores collecting additional data using supplemental assessments. Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.	Collects a variety of formal and informal assessment data on student learning. Uses analysis of a variety of data to inform planning and differentiation of instruction.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning. Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs. Uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

5.3 **Reviewing data, both individually and with colleagues, to monitor student learning**	Reviews and monitors available assessment data as required by site and district processes.	Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.
5.4 **Using assessment data to establish learning goals and to plan, differentiate, and modify instruction**	Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.	Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons. Plans adjustments in instruction to address learning needs of individual students.	Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.	Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons during instruction based on informal assessments.	Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and make ongoing adjustments to match the evolving learning needs of individuals and groups.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

5.5 **Involving all students in self-assessment, goal setting*, and monitoring progress**	Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals. Monitors progress using available tools for recording.	Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals.	Models and scaffolds student self-assessment and goal setting processes for learning content and academic language development. Guides students to monitor and reflect on progress on a regular basis.	Implements structures for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student self-assessment, goal setting, and monitoring progress across the curriculum.	Provides systematic opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement.
5.6 **Using available technologies to assist in assessment, analysis, and communication of student learning**	Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families, and students. Ensures that communications are received by those who lack access to technology.	Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

5.7 **Using assessment information to share timely and comprehensible feedback with students and their families**	Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.	Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs arise regarding struggling students or behavior issues.	Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support.	Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual student and family needs.	Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

Standard 6 CSTP: Developing as a Professional Educator

	Emerging	Exploring	Applying	Integrating	Innovating
6.1 **Reflecting on teaching practice in support of student learning**	Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	Reflects individually and with colleagues on refinements in teaching practice and connections among the elements of the CSTP to positively impact the full range of learners.	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement. Engages in and fosters reflection among colleagues for school wide impact on student learning.
6.2 **Establishing professional goals and engaging in continuous and purposeful professional growth and development**	Develops goals connected to the ***CSTP*** through required processes and local protocols. Attends required professional development.	Sets goals connected to the ***CSTP*** that take into account self-assessment of teaching practice. Expands knowledge and skills individually and with colleagues through available professional development.	Sets goals connected to the ***CSTP*** that are authentic, challenging, and based on self-assessment. Aligns personal goals with school and district goals, and focuses on improving student learning. Selects and engages in professional development based on needs identified in professional goals.	Sets and modifies authentic goals connected to the ***CSTP*** that are intellectually challenging and based on self-assessment and feedback from a variety of sources. Engages in and contributes to professional development targeted on student achievement. Pursues a variety of additional opportunities to learn professionally.	Sets and modifies a broad range of professional goals connected to the ***CSTP*** to improve instructional practice and impact student learning within and beyond the classroom. Engages in ongoing inquiry into teacher practice for professional development. Contributes to professional organizations, and development opportunities to extend own teaching practice.

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APPENDIX J-4: Developmental Continuum of Teachers' Abilities
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6.3 **Collaborating with colleagues and the broader professional community to support teacher and student learning**	Attends staff, grade level, department, and other required meetings and collaborations. Identifies student and teacher resources at the school and district level.	Consults with colleagues to consider how best to support teacher and student learning. Begins to identify how to access student and teacher resources in the broader professional community.	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level. Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.	Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels. Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.	Facilitates collaboration with colleagues. Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession. Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.
6.4 **Working with families to support student learning**	Is aware of the role of the family in student learning and the need for interactions with families.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom/ school events.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	Provides opportunities and support for families to actively participate in the classroom and school. Communicates to families in ways which show understanding of and respect for cultural norms.	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school/ district environment in which families take leadership to improve student learning.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-4: Developmental Continuum of Teachers' Abilities
Aligned with the California Standards for Teaching Profession

6.5 **Engaging local communities in support of the instructional program**	Develops awareness about local neighborhoods and communities surrounding the school. Uses available neighborhood and community resources in single lessons.	Seeks available neighborhood and community resources. Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum. Includes knowledge of communities when designing and implementing instruction.	Utilizes a broad range of neighborhood and community resources to support the instructional program, students, families. Draws from understanding of community to improve and enrich the instructional program.	Collaborates with community members to increase instructional and learning opportunities for students. Engages students in leadership and service in the community. Incorporates community members into the school learning community.
6.6 **Managing professional responsibilities to maintain motivation and commitment to all students**	Develops an understanding of professional responsibilities. Seeks to meet required commitments to students.	Maintains professional responsibilities in timely ways and seeks support as needed. Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations. Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging. Maintains continual efforts to seek, develop, and refine new and creative methods to ensure individual student learning.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency, and energy to ensure that all students achieve.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

6.7 **Demonstrating professional responsibility, integrity, and ethical conduct**	*Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.** ** As follows:* Takes responsibility for student academic learning outcomes. Is aware of own personal values and biases and recognizes ways in which these *values and biases affect the teaching and learning of students.* Adheres to legal and ethical obligations in teaching the full range of learners, *including English learners and students with special needs.* Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act. Maintains a non-hostile classroom environment and carries out laws and district *guidelines for reporting cases of sexual harassment.* Understands and implements school and district policies and state and federal *law in responding to inappropriate or violent student behavior.* Complies with legal and professional obligations to protect the privacy, health, *and safety of students, families, and other school professionals.* Models appropriate behavior for students, colleagues, and the profession. Acts in accordance with ethical considerations for students. • Maintains professional conduct and integrity in the classroom and *school community.*	Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances. Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication. Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.

*Adapted from the ***Continuum of Teaching Practice,*** developed in collaboration with the CCTC, CDE and New Teacher Center

APPENDIX J-5: Timelines

DATE / DEADLINE	CONTRACT SECTIONS	ACTIONS REQUIRED	CORRESPONDING DOCUMENT
No later than September 10	14.6.1	Provide Written Notification to Unit Members To Be Evaluated	
No later than September 10	14.4.3.1	Determine Eligibility of Permanent Unit Members for Five Year Evaluation Cycle and complete an Eligibility for Five Year Evaluation Cycle Form	Appendix J-6
Within first 50 instructional days	14.11.2	Alternative Evaluation Goal Setting Conference	Appendix J-7
No later than October 10	14.6.2	Evaluator Meets With Unit Members Scheduled For Evaluation	
Within first 110 instructional days	14.8.1.1	<u>Observation For Permanent Unit Members</u> Observe permanent Unit Members	Appendix J-1, J-2, J-3
Within first 50 instructional days Within first 110 instructional days	14.8.1.2	<u>First observation</u> Observe Probationary and Temporary Unit Members <u>Second Observation</u> Observe Probationary And Temporary Unit Members	Appendix J-1, J-2, J-3
No later than April 20	14.8.1.6	<u>Additional Observations</u> Three (3) formal observations are required for an unsatisfactory Evaluation	Appendix J-1, J-2, J-3
No later than May 10	14.11.7	Post Evaluation Conference with Alternative Evaluation Participants	Appendix J-7
No later than May 10	14.9.1, 14.6.3	Primary Evaluator completes Formal Observation Summary Report Form for Formal Summative Evaluation	Appendix J-2

APPENDIX J-6: ELIGIBILITY FOR FIVE YEAR EVALUATION CYCLE

(Complete by September 10)

Unit Member's Name: _____

School: _____

First Paid Date Of
Service With District _____

_____ (unit member's name) is eligible for the Five Year Evaluation Cycle and meets the following criteria:

- Is a permanent unit member;
- Has been employed at least 10 consecutive years with the District; is highly qualified as defined in 20 U.S.C. Sec. 7801; and
- Has earned a *satisfactory* standards rating on the teacher's most recent evaluation.

Signed:_____ Date: _____
(Unit Member)

Signed: _____ Date: _____
(Site Administrator/Evaluator)

Note: At any time, either the unit member or the evaluator may determine that the unit member will return to the Two Year Evaluation Cycle described in Section 14.4.2.

The completed, signed form must be placed in the unit member's personnel file.

APPENDIX J-7: MUTUAL AGREEMENT FOR PARTICIPATION IN THE ALTERNATIVE EVALUATION FORM

Unit Member's Name:_____School/Assignment: _____

I. Goal-Setting (please check the Performance Standard(s) your project will focus on)

1. ____Monitoring Student Success
2. ____Establishment & Maintenance of Suitable Learning Environment
3. ____Adherence to Curricular Objectives
4. ____Instructional Techniques & Strategies
5. ____Performance of Non-Instructional Duties/Responsibilities
6. ____Developing as a Professional Educator

II. Alternative Evaluation Option (please check one)

1. ____Individual growth activity
2. ____Educational team growth activity
3. ____Educational research

III. Brief description of your project (including how your project will enhance student learning) (attach).

IV. Timeline for completion of project (attach). *Must be completed no later than May 10*.

Do you wish periodic meetings to review the progress of your project?
____Yes____No. If yes, tentatively scheduled as follows (attach):

V. Describe your expectations for the administrative support you need for completion of your project. (Attach)

_____ _____
Unit Member Date Site Administrator Date

COMPLETION OF ALTERNATIVE EVALUATION FORM
(No later than May 10)

_____was on the alternative evaluation program for their formal evaluation cycle during the_____school year, and is rated ☐ Unsatisfactory/Not Meeting Standards ☐ Satisfactory/Meeting Standards.

_____ _____
Unit Member's Acknowledgement Of Receipt Date

_____ _____
Principal's Signature Date

APPENDIX K-1: Grievance Procedure Flowchart

Begin Informal Level

Event that is basis for grievance
or
Grievant knows of event

→ Within 10 work days →

Grievant notifies, in writing, supervisor/administrator of potential grievance & requests a face-to-face meeting.

→ Within 7 work days →

Face-to-face meeting occurs, with GTA representative if desired

→ Within 5 work days →

Supervisor/administrator provides written response to grievant. If there is no response, grievance proceeds to next level

End Informal Level

Begin Level 1

Grievant not satisfied with Informal Level response
or
No written response received within Informal Level timeline

→ Within 5 work days →

Grievant submits written statement of grievance (Appendix K-2) to Supervisor/administrator and the Director of Human Recourses

→ Within 7 work days →

Grievant, GTA rep., supervisor/administrator, and Director of Human Resources meet

or

→ Within 14 work days →

The District or grievant may waive the right to meet in person and the District may proceed with rendering a written decision.

→ Within 7 work days →

Supervisor/administrator provides written response (Appendix K-3) to Director of Human Resources, GTA, and grievant. If there is no response, grievance proceeds to next level

End Level 1

Begin Level 2

Grievant not satisfied with Level 1 written response
or
No written response received with Level 1 timeline

→ Within 5 work days →

Grievant files written appeal of grievance (Appendix K-4) with Superintendent with a copy to GTA.

→ Within 7 work days →

Superintendent/designee confers with grievant (and GTA rep. if desired)

or

→ Within 14 work days →

The District or grievant may waive the right to meet in person and the District may proceed with rendering a written decision.

→ Within 7 work days →

Superintendent or designee submits written response (Appendix K-5) to GTA, grievant, and supervisor/administrator involved in Level 1. If there is no response, grievance proceeds to next level.

End Level 2

Begin Level 3

Grievant not satisfied with Level 2 written response
or
No written response received with Level 2 timeline

→

Grievant requests in writing that GTA submit grievance to arbitration

→ Within 10 work days of receipt of Supt's response (K-5) →

GTA, by written notice to Superintendent, may submit grievance to arbitration (Appendix K-6)

→

Parties request a list of arbitrators.

→ With 10 work days of receipt of List →

A GTA representative and a Direct representative shall select the arbitrator from the list by eliminating names names until one name remains.

End Level 3

Grievance # _____

Appendix K-2
LEVEL ONE: GRIEVANT'S STATEMENT OF PROGLEM

Due within five work days of informal conference

Informal conference held on _____

TO: _____
Name of Supervisor/Title/Work Location

FROM: _____
Grievance/Title/Work Location

I. What Article and Section of the contract do you believe has been violated?
_____

II. Statement of grievance, date of violation, and circumstances involved. Be precise and brief. Attach extra sheets if necessary.
_____
_____
_____

III. Supervisor's response at Informal Level (Attach copy but provide summary here):
_____

IV. Remedy Sough:
_____
_____

V. Meeting to discuss Level One:
Date requested: (within five work days of submission of grievance)_____
Location:_____
GTA Representative to attend, if any:_____

VI. _____ _____
Signature of Grievant Date

Cc: GTA Site Representative
GTA Grievance Chair
Director of Human Resources

Grievance # _____

Appendix K-3

LEVEL ONE: SUPERVISOR'S RESOPONSE

Due within seven work days of formal meeting

Date formal meeting held: _____

TO: _____

Name of Grievant/Title/Work Location

FROM: _____

Name of Supervisor/Title/Work Location

I. Response to statement of grievance dated:_____

II. Decision of the Supervisor:

_____

_____

_____

III. Resolution/Remedy suggested, if any:

_____

_____

IV. _____ _____

Signature of Supervisor Date

Cc: GTA Site Representative
GTA Grievance Chair
Director of Human Resources

Grievance # _____

Appendix K-4
LEVEL TWO: GRIEVANT'S APPEAL TO THE SUPERINTENDENT

Due within five work days of the written response to Level One

TO: _____, Superintendent, District Office

FROM: _____
Name of Grievant, Title, Work Location

I. Please attach copies of:
   A. Grievant's Statement of Initial Grievance at Level One
   B. Supervisor's Response

II. Basis for Appeal:
_____
_____
_____
_____
_____

III. _____ _____
Signature of Grievant Date

Attachments: Grievant's Statement of Grievance
Supervisor's Response

Cc: Grievant: _____
GTA Site Representative: _____
GTA Grievance Chair: _____
Supervisor: _____
GTA President _____
GTA Vice President: _____

Grievance # _____

Appendix K-5
LEVEL TWO: SUPERINTENDENT'S RESPONSE

<u>Due within seven (7) work days of the conference</u>

Date Conference held: _____

TO: _____

Name of Grievant, Title, and Work Location

FROM: _____or _____

Superintendent Designee

I. Response to original statement of grievance dated: _____

II. Decision of the Superintendent: (Attach separate and/or extra sheets if necessary)

_____
_____
_____

III. Resolution/Remedy Suggested, if any:

_____
_____
_____

IV. _____ _____
Signature of Superintendent or Designee Date

Attachments: Grievant's Appeal to Superintendent

Cc: Grievant: _____
GTA Site Representative: _____
GTA Grievance Chair: _____
Supervisor: _____
GTA President _____
GTA Vice President: _____

Grievance # _____

Appendix K-6

LEVEL THREE: NOTICE OF INTENTION TO REQUEST ARBITRATION

Due within ten (10) work days of receipt of Superintendent's response

TO: Superintendent

FROM: _____

Name of Grievant, Title and Work Location

The Gilroy Teachers Association request arbitration of Grievance# ____ on behalf of the above grievant.

_____	_____
Grievance Chair	Date
_____	_____
Association President	Date
_____	_____
Association Vice President	Date

Cc: Grievant
GTA Site Representative

APPENDIX L: California Education Code 48900

48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety **Code**, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety **Code**, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety **Code**.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation, or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of al electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on School grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to our coming from, a school sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) A superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

48900.1. (a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a schoolday in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.

(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation.

A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom.

The adopted policy shall include the procedures that the district will follow to accomplish the following:

(1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the school site.

(2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.

(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil.

(d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or with a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a).

48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have

the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

48900.5. Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

48900.6. As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's nonschool hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action.

48900.7. (a) In addition to the reasons specified in Sections 48900, 48900.2., 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For The purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

48900.8. For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the department, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.

APPENDIX M: California Education Code 48910

48910. (a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class hall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

APPENDIX N: California Education code 44500 - 44508

44500. (a) There is hereby established the California Peer Assistance and Review Program for Teachers. The governing board of a school district and the exclusive representative of the certificated employees in the school district may develop and implement a program authorized by this article that meets local conditions and conforms with the principles set forth in subdivision (b).

(b) The following principles, at a minimum, shall be included in a locally developed program authorized by this article:

(1) A teacher participant shall be a permanent employee in a school district with 250 or greater units of average daily attendance or a permanent or probationary employee in a school district with fewer than 250 units of average daily attendance an volunteer to participate in the program or be referred for participation in the program as a result of an evaluation performed pursuant to subdivision (c) of Section 44664. In addition, teachers receiving assistance may be referred pursuant to a collectively bargained agreement.

(2) Performance goals for an individual teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Section 44662.

(3) Assistance and review shall include multiple observations of a teacher during periods of classroom instruction.

(4) The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review.

(5) The school district shall provide sufficient staff development activities to assist a teacher to improve his or her teaching skills and knowledge.

(6) The program shall have a monitoring component with a written record.

(7) The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.

44501. A consulting teacher participating in a program operated pursuant to this article shall meet locally determined criteria and each of the following qualifications:

(a) The consulting teacher shall be a credentialed classroom teacher with permanent status or, in a school district with an average daily attendance of less than 250 pupils, a credentialed classroom teacher who has completed at least three consecutive school years as an employee of the school district in a position requiring certification qualifications.

(b) The consulting teacher shall have substantial recent experience in classroom instruction.

(c) The consulting teacher shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

44502. (a) The governance structure of a program designed pursuant to this article shall include a joint teacher administrator peer review panel that shall select consulting teachers, review peer review reports prepared by consulting teachers, and make recommendation to the governing board of a school district regarding participants in the program, including forwarding to the governing board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

(b) The majority of the panel shall be composed of certificated classroom teachers chosen to serve on the panel by other certificated classroom teachers. The remainder of the panel shall be composed of school administrators chosen to serve on the panel by the school district.

(c) The panel's procedures for selecting consulting teachers, at a minimum, shall require the following:

(1) Consulting teachers shall be selected by the majority vote of the panel.

(2) The selection process shall include provisions for classroom observation of the candidates for consulting teacher by the panel.

(d) The panel shall also annually evaluate the impact of the district's peer assistance and review program in order to improve the program. This evaluation may include, but is not limited to, interviews or surveys of the program participants. The panel may submit recommendations for improvement of the program to the governing board of the school district and to the exclusive representative of the certificated employees in the school district, if the certificated employees in the district are represented by exclusive representative.

44503. (a) The governing board of a school district that accepts state funds for purposes of this article agrees to negotiate the development and implementation of the program with the exclusive representative of the certificated employees in the school district, if the certificated employees in the district are represented by an exclusive representative. In a school district in which the certificated employees are not represented, the school district shall develop a Peer Assistance and Review Program for Teachers consistent with this article in order to be eligible to receive funding under this article.

(b) Functions performed pursuant to this article by certificated employees employed in a bargaining unit position shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

(c) Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810 of Title 1 of the Government Code.

(d) It is the intent of the Legislature that school districts be allowed to combine, by mutual agreement, their programs of peer assistance and review with those of other school districts.

(e) Not more than 5 percent of the funds received by a school district for the Peer Assistance and Review Program for Teachers may be expended for administrative expenses. For the Purposes of this article, administrative expense shall include expenditures for the personnel costs of program administration and coordination, the cost of consulting teacher selection, and indirect costs associated with the Peer Assistance and Review Program for Teachers.

44504. (a) Except as provided in Section 44505, the California Peer Assistance and Review Program for Teachers shall become fully operational on July 1, 2001, on which date it shall completely replace the California Mentor Teacher Program established pursuant to Chapter 1302 of the Statutes of 1983 and set forth in Article 4 (commencing with Section 44490). This article is applicable to all school districts that elect to receive state funds for the California Peer Assistance and Review Program for Teachers. Commencing with the 2001-02 fiscal year, funding shall only be made available for purposes authorized by this article. A school district that elects to participate in the program established pursuant to this article shall certify to the Superintendent of Public Instruction by August 1, 2001, that it has implemented a Peer Assistance and Review Program for Teachers pursuant to this article.

(b) A School district that does not elect to participate in the program authorized under this article by July 1, 2001, is not eligible for any apportionment, allocation, or other funding from an appropriation for the program authorized pursuant to this article or for any apportionments, allocation, or other funding from funding for local assistance appropriated pursuant to Budget Act Item 6110-231-0001, funding appropriated for the Administrator Training and Evaluation Program set forth in Article 3 (commencing with Section 44681) of Chapter 3.1 of Part 25, from an appropriation for the Instructional Time and Staff Development Reform Program as set forth in Article 7.5 (commencing with Section 44579) of Chapter 3, or from an appropriation for school development plans as set forth in Article 1 (commencing with Section 44670.1) of Chapter 3.1 and the Superintendent of Public Instruction shall not apportion, allocate, or otherwise provide any funds to the district pursuant to those programs.

(c) Commencing February 1, 2002, a school district that elects not to participate in the program authorized under this article shall report annually at a regularly scheduled meeting of the governing board of the school district on the rationale for not participating in the program.

44505. (a) Between July 1, 1999, and June 30, 2000, a school district may notify the Superintendent of Public Instruction that it plans to implement, commencing July 1, 2000, a Peer Assistance and Review Program for Teachers pursuant to this article. Upon receipt of the notification by the school district, the Superintendent of Public Instruction shall apportion to the school district two thousand eight hundred dollars ($2,800) or an amount equal to the number of mentor teachers that the state calculated the school district is entitled to in the 1999-2000 fiscal year pursuant to Article 4 (commencing with Section 44490) multiplied by two thousand eight hundred dollars ($2,800), whichever is greater.

(b) A school district that notifies the Superintendent of Public Instruction that it plans to implement a Peer Assistance Review Program for Teachers by July 1, 2000, pursuant to subdivision (a), shall certify to the Superintendent of Public Instruction that it has implemented a program by August 1, 2000. In addition to the certification, the Superintendent of Public Instruction may request a copy of the signature page of the collective bargaining agreement implementing the program required pursuant to subdivision (a) of section 44503. A school district that fails to provide the required certification is not eligible to receive an apportionment for the Peer Assistance and Review Program for Teachers pursuant to subdivision (a) of this section or subdivision (a) of Section 44498 in the 2000-01 school year, or in any year thereafter. The school district however, may be eligible to receive an apportionment for the Peer Assistance and Review Program for Teachers pursuant to subdivision (c) of this section and subdivision (a) of Section 44498 in the 20001-01 school year, and in each year thereafter, if the school district complies with the requirements set forth in subdivisions (c) and (d).

(c) Between July 1, 2000, and May 31, 2001, a school district may notify the Superintendent of Public Instruction that it plans to implement, commencing July 1, 2001, a Peer Assistance and Review Program for Teachers pursuant to this article. On or before June 29, 2001, the Superintendent of Public Instruction shall apportion to every school district that provides this notification an amount equal to the number of mentor teachers that the state calculated the school district is entitled to in the 1999-2000 school year pursuant to Article 4 (commencing with Section 44490) times a maximum of one thousand dollars ($1,000). Any school district that provides this notification shall receive at least the amount that would be received pursuant to this section by a school district with one state funded mentor in the 2000-01 school year pursuant to Article 4 (commencing with Section 44490)

(d) A school district that notifies the Superintendent of Public Instruction that it plans to implement a Peer Assistance and Review Program for Teachers by July 1, 2001, pursuant to subdivision (c), shall certify to the Superintendent of Public Instruction that it has implemented a program July 1, 2001. In addition to the certification, the Superintendent of Public Instruction may request a copy of the signature page of the collective bargaining agreement implementing the program required pursuant to subdivision (a) of Section 44503. A school district that fails to provide the required certification is not eligible for any apportionment for the Peer Assistance

and Review Program for Teachers received pursuant to subdivision (c) of this section, and subdivision (a) of Section 44498 in the 2001-02 school year, or in any year thereafter.

(e) The funding provided pursuant to subdivisions (a) and (c) of this section and subdivision (a) of Section 44498 shall be provided to eligible school districts in each year that the school operates a Peer Assistance and Review Program for Teachers.

(f) The maximum amount of funds available for apportionment to school districts by the Superintendent of Public Instruction for allocation pursuant to subdivision (c) shall be the amount appropriated pursuant to subdivision (a) of Section 6 of the act adding this section, minus any funds apportioned by the Superintendent of Public Instruction to school districts pursuant to subdivision (a) as of June 30, 2000.

(g) A school district may use funds apportioned pursuant to this section for activities necessary to implement the Peer Assistance and Review Program for Teachers.

44506. (a) The state funding for this article subsequent to the 1999-2000 fiscal year is subject to an appropriation in the annual Budget Act.

(b) A school district that receives funds for purposes of this article also may expend those funds for any of the following purposes:

(1) The Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Article 4.5 (commencing with Section 44279.1) of Chapter 2.

(2) A district intern program as set forth in Article 7.5 (commencing with Section 44325) of Chapter 2.

(3) Professional development or other educational activities previously provided pursuant to Article 4 (commencing with Section 44490) of Chapter 3, as it read prior to January 1, 2002.

(4) A program that supports the training and development of new teachers.

(c) (1) The Superintendent shall determine a base funding unit rate for the California Peer Assistance and Review Program for Teachers that is equal to the total amount provided for the California Mentor Teacher Program in subdivision (b) of Section 6 of Chapter 4 of the Statutes of 1999 for the First Extraordinary Session, divided by the total number of mentor teachers that the state calculated the school district is entitled to in the 1999-2000 fiscal year.

(2) The Superintendent annually shall apportion to each school district that certified implementation of the Peer Assistance and Review Program for Teachers pursuant to subdivision (b) of Section 44505, an amount equal to 5 percent of the prior year count of certificated classroom teachers employed by the school district, multiplied by a rate that equals the sum of (i)

the base amount per funding unit as calculated in paragraph (1) of subdivision (c), adjusted annually pursuant to subdivision (b) of Section 42238.1, and (ii) two thousand eight hundred dollars ($2,800); adjusted annually pursuant to subdivision (b) of Section 42238.1.

(3) The Superintendent annually shall apportion to each school district that certified implementation of a Peer Assistance and Review Program for Teachers pursuant to subdivision (d) of Section 44505, an amount equal to 5 percent of the prior year count of certificated classroom teachers employed by the school district, multiplied by a rate which equals the sum of (i) the base amount per funding unit as calculated in paragraph (1) of the subdivision (c), adjusted annually pursuant to subdivision (b) of Section 42238.1, and (ii) the per mentor teacher unit amount provided to the district pursuant to subdivision (c) of Section 44505, adjusted annually pursuant to subdivision (b) of Section 42238.1.

(4) In paragraphs (2) and (3), 5 percent of the certificated classroom teachers employed by the district shall be rounded to the next whole integer.

(5) If at the end of a fiscal year, an amount of funds available for purposes of the Peer Assistance and Review Program remain unallocated, the Superintendant shall use the unallocated amount to increase the base funding rate calculated under paragraph (1) for the succeeding fiscal year.

44507. Subject to the availability of funding in the annual Budget Act, the Superintendent of Public Instruction shall contract with an independent evaluator on or before December 15, 2002, to prepare a comprehensive evaluation of the implementation, impact, cost, and benefit of the California Peer Assistance and Review Program for Teachers. The evaluation shall be delivered to the Legislature, the Governor, and interested parties on or before January 1, 2004. As a condition of receiving funding, school districts implementing programs pursuant to this article shall provide data, as requested by the Superintendent of Public Instruction, to provide baseline information for the evaluation.

44508. For purposes of this article, “school district” includes a county office of education.

Appendix O - Job Description (May 28, 2004)

GILROY UNIFIED SCHOOL DISTRICT

Middle School Department Chair

Department:

Reports To And Evaluated by: Site Administrator or Designee

Approved:

Stipend: See Section 23.10 of the Collective bargaining agreement

BRIEF DESCRIPTION OF POSITION:

Collaborates with both administration and bargaining unit members to improve instruction for assigned area of the curriculum. Collaborates in school wide efforts to improve student achievement. Provides instructional assistance to teachers as needed or requested, but does not evaluate bargaining unit members. Carries out administrative duties and tasks associated with the department.

TERM OF POSITION:

- Department chairs shall be selected for a two year term

MAJOR DUTIES AND RESPONSIBLITIES:

Supports Department Bargaining Unit Members

- Orients staff new to the curriculum
- Responds to unit member's requests for guidance on classroom management and parent communication issues
- Leads department discussion about standards, objectives, test preparation, and similar curricular areas

Promotes Professional Standards and Practices

- Identities and participates in workshops to maintain expertise in content area, pedagogy, and leadership skills

- Leads in curriculum development by keeping department and the principal informed on new materials, new practices in education, and research activities

- Plans with department bargaining unit members to obtain upgraded curriculum and new course offerings

- Directs development of common assessments and curriculum maps

- Reviews course descriptions annually. With department member input, updates course descriptions to reflect the offerings for the following school year.

Builds A Sense Of Mission And Belonging

- Creates informal gathering place for department members

- Models professional communication skills

- Establishes a professional tone in the department

- Focuses department meetings and bargaining unit members on curriculum and subject matter content

Participates In School Governance

- Attends and participates in monthly Site Leadership

- Tracks department budget and monitors lab fees

- Within the guidelines provided by the Human Resources Office, participates in the recruitment and selection of certificated staff

OTHER DUTIES AND RESPONSIBILITIES:

- When no lesson plans were provided, assists substitute teachers assigned to the department. Assists long-term substitutes

- Maintains a valid California teaching credential

- Work for improved articulation with both elementary and high schools

- Plans and conducts department meetings and coordinates department activities

- Inventories department supplies annually, determines need for department supplies, and generates purchase orders

- Acts as a resource person for teachers and administrators Assists in the coordination of field trips

- Confers with Principal regarding the ordering of department-related materials for library usage

MINIMUM QUALIFICATIONS:

- Valid California teaching credential in the subject area

- Two (2) years of successful teaching experience in the District; experience in teaching a broad spectrum of department subjects and levels

- Personal qualities: Professional competence; mature judgment, and ability to exercise individual initiative; leadership qualities and ability to develop rapport with department members; success as a classroom teacher

SELECTION:

After complying with the process described in this job description, the Site Administrator shall select each department chair.

- No unit member shall be involuntarily assigned to a department chair position

- The Site Administrator shall provide the district approved job description to each department

- Unit members in each department shall nominate both a primary and an alternate department chair candidate

- If the Site Administrator does not select the primary candidate nominated by the department unit members, the Site Administrator shall discuss the reason for that decision with the primary candidate

- If the Site Administrator does not select the alternate candidate nominated by the department unit members, the Site Administrator shall discuss the reason for that decision with the alternate candidate

Appendix P - Job Description (May 28, 2004)

GILROY UNIFIED SCHOOL DISTRICT

High School Department Chair

Department:

Reports To And Evaluated by: Site Administrator or Designee

Approved:

Stipend: See Section 23.10 of the Collective Bargaining Agreement

BRIEF DESCRIPTION OF POSITION:

Works to improve instructions for assigned area of the curriculum. Collaborates in school-wide efforts to improve student achievement. Provides instructional assistance to teachers as needed or requested, but does not evaluate bargaining unit members. Carries out administrative duties and tasks associated with the department (such as budget and supplies).

TERM OF POSITION:

- Department chairs shall be selected for a two year term
- Orients staff new to the curriculum
- Provides guidance on classroom management and parent communication issues
- Collaborates with BTSA, Par, and Resource Teachers to maximize their effectiveness with department bargaining unit members
- Organizes and presents workshops about standards, objectives, test preparation, and similar curricular areas

Promotes Professional Standards and Practices

- Identifies and participates in workshops to maintain expertise in content area, pedagogy, and leadership skills
- Plans with department bargaining unit members to upgrade curriculum and new course offerings
- Directs development of common assessments and curriculum maps

- Reviews course descriptions annually; with department member input, updates course descriptions to reflect the offerings for the following school year

- Leads in curriculum development by keeping department and principal informed on new materials, new practices in education, and research activities

- In collaboration with Academic Coordinators, develops guidelines for advising students on course selection.

Builds A Sense Of mission And Belonging

- Creates informal gathering place for department members

- Models professional communication skills

- Establishes a professional tone in the department

- Focuses department meetings and bargaining unit members on curriculum and subject matter content

Participates In School Governance

- Attends and participates in monthly Site Cabinet meetings and annual Site Retreat

- In collaboration with department bargaining unit members, recommends course assignments and student placement

- Assists the principal or designee as requested in determining staff assignments, master schedule development, and room utilization for each succeeding school year

- Inventories department supplies annually, determines need for department supplies, and generates purchase orders

- Coordinates and accounts for ordering of textbooks, other books, audio-visual materials, supplies, and equipment

- In collaboration with site principal and school account clerk, manage the department
  budget

- Within the guidelines provided by the Human Resources Office, participates in the recruitment and selection of certificated staff

OTHER DUTIES AND RESPONSIBILITIES:

- When no lesson plans were provided, assists substitute teachers assigned to the department. Assists long-term substitutes
- Maintains a valid California teaching credential
- Works for improved articulation with both middle schools and colleges
- Plans and conducts department meetings and coordinates department activities
- Maintains inventory of supplies, equipment, audio-visual materials, texts, and books Acts as a resource person for teachers and administrators
- Assists in the coordination of in-service training of department staff members Assists in the coordination of field trips
- Confers with library clerk regarding the ordering of department-related materials for library usage
- Annually provide a means for members of the department to assist the chairperson in assessing his/her performance as department chairperson for the purpose of self-improvement

MINIMUM QUALIFICATIONS:

- Valid California teaching credential in the subject area
- Two (2) years of successful teaching experience in the District; experience in teaching a broad spectrum of department subjects and levels
- Personal qualities: Professional competence; mature judgment, and ability to exercise individual initiative; leadership qualities and ability to develop rapport with department members; success as a classroom teacher

SELECTION:

After complying with the process described in this job description, the Site Administrator shall select each department chair.

- No unit member shall be involuntarily assigned to a department chair position

- The Site Administrator shall provide the district approved job description to each department

- Unit members in each department shall nominate both a primary and an alternate department chair candidate

- If the site Administrative does not select the primary candidate nominated by the department unit members, the Site Administrator shall discuss the reason for that decision with the primary candidate

- If the Site Administrative does not Select the alternate candidate nominated by the department unit members, the Site Administrator shall discuss the reason for that decision with the alternate candidate

Appendix Q - Bilingual Stipend Form

GILROY UNIFIED SCHOOL DISTRICT

BILINGUAL SERVICES AGREEMENT
$1,000 Bilingual Stipend

(Must be received in Human Resources by October 20th)

Yes, I want to earn the $1,000 bilingual stipend. I agree to provide the following services at the schools site and/or District (*please specify*).

1.

2.

3.

_____ _____
Teacher's Signature Date

_____
Print Teacher's Name

_____ _____
Principal's Signature Date

Copies: Teacher
Principal
District Office - Human Resources (Personnel File)