

COLLECTIVE BARGAINING AGREEMENT

Between

GRAVENSTEIN SCHOOL DISTRICT

And

**GRAVENSTEIN UNION TEACHERS
ASSOCIATION/CTA/NEA**

Effective July 1, 2010 through June 30, 2013

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Article I: Agreement

- 1.1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Gravenstein School District (herein after referred to as the “Board”) and the Gravenstein Union Teachers Association/CTA/NEA (hereinafter referred to as the “Association”).
- 1.2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (hereinafter referred to as the “Act”).

Article II: Recognition

- 2.1. The Gravenstein Union Elementary School District hereby acknowledges that the Gravenstein Union Teachers Association/CTA/NEA is the exclusive bargaining representative for all certificated employees excluding management, supervisory and confidential personnel.
- 2.2. Final resolution of recognition issues shall be resolved with the Public Employment Relations Board (PERB), consistent with PERB rules and regulations.

Article III: Savings

- 3.1. If any provision of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decisions, but all other provisions or applications shall continue in full force and effect. Either party will meet upon request to discuss and/or negotiate the effect of such decisions.

Article IV: Association Rights

- 4.1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the unit member mailboxes for communications to unit members without cost to the District and subject to reasonable regulation.
- 4.2. Authorized representatives of the Association shall be permitted to transact official Association business on school property and utilize District facilities at reasonable times provided that such activities or use does not interfere with classroom instruction and is subject to reasonable regulation and is conducted at a time when the employee is not rendering services to the District.

- 4.3. Names, assignments, work locations, and non-confidential home addresses and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association upon request, no later than October 1 of each school year.
- 4.4. The district shall make available to the Association in the District Office two (2) copies of the complete Board of Education meeting agenda, including relevant data at the time the Board members are provided with same, except for materials that are for executive sessions.
- 4.5. The Association officers shall have a total of three (3) days of release time for the purpose of conducting Association business. No less than 72 hours notification for use of such day shall be made in writing to the Superintendent with a statement describing the activity to be conducted.

The District and the Association will share the cost of a substitute for an association officer to utilize any or all of the three (3) days of release time to conduct Association business.

- 4.6. Newly hired unit members of the Gravenstein Union School District will receive a copy of the existing contract within ten (10) working days.
- 4.7. Thirty (30) working days after ratification and preparation of the final draft, a copy of the contract shall be presented to each unit member. The Gravenstein Union Teachers' Association and the District will share equally in the cost of replication of these copies.

Article V: District Rights and Responsibilities

- 5.1. It is understood and agreed that the District retains all of its power and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its employees, determine the method, means, and services to be provided, establish the educational philosophy and the goals and objectives, insure the rights and educational opportunities of students, determine the curriculum, build, move or modify the facilities, develop a budget, develop and implement budget procedures, determine the methods of raising revenue, and contract out work.
- 5.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and to the extent such specific and express terms are in conformance with the laws of the State of California.
- 5.3. The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

- 5.4. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of natural disaster.

Article VI: Association Dues and Payroll Deductions

- 6.1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues in the Association. Pursuant to such authorization, the Board shall deduct one tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months.
- 6.1.1. Any teacher unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Gravenstein Union Teachers association. Objecting teachers shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds, which are exempt from taxation under Section 501 c (3) of Title 26 of the Internal Revenue Code:
- 6.1.1.1. Gravenstein Schools Foundation
 - 6.1.1.2. Gravenstein Schools Magnet Program Foundation
 - 6.1.1.3. Christa McAuliffe Institute for Education Pioneering
 - 6.1.1.4. Foundation to assist teachers
 - 6.1.1.5. Martin Luther King Jr. Memorial Scholarship Fund
 - 6.1.1.6. Any other non-profit organization specified under Section 501 c (3) of Title 26 of the Internal Revenue Code.
- 6.1.2. Proof of payment and written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of 6.1 through 6.9 of this Article. Payment shall be demonstrated in the form of receipts and/or cancelled checks indicating the amount paid, date of payments, and to whom payment has been made in lieu of the service fee. Such proof shall be presented to the district on or before the same date dues/fees are payable to GUTA each school year. GUTA shall have the right to inspect and review said proof of payment.
- 6.2. Deductions for the unit member who signs such authorization after the commencement of the school year shall be prorated according to Association guidelines.
- 6.3. Any unit member who is a member of the Association or who becomes a member during the term of this Agreement shall remain a member in good standing for the duration of

this Agreement. However, this requirement shall not deprive a unit member from terminating their membership within a period of thirty (30) days following the expiration of this Agreement. When Agreements are extended, a unit member shall maintain the thirty (30) day termination privilege.

- 6.4. Any unit member who revokes an assignment for payroll deduction of dues during the term of this Agreement shall transmit the remaining balance of the Association dues directly to the Gravenstein Union Teachers Association/CTA/NEA.
- 6.5. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- 6.6. Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for Association dues and any program for which the County Office is capable of handling.
- 6.7. The District shall not be required to deduct any sum from a unit member's check for contributions to any political cause or fund.
- 6.8. The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from the operation of this Article.
- 6.9. Effective January 1, 2001, pursuant to SB 1960, any unit member who is not a member of GUTA, CTA/NEA or who does not make application for membership within thirty (30) days of January 1, 2001, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fair share service fee, not exceed the dues payable by members of the Association and shall cover the cost of negotiation contract administration and other activities of the Association that are germane to its function as the exclusive bargaining representative. The service fee shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 1 of this Article, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

Article VII: Grievance Procedure

7.1. Definitions

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

- 7.1.2. An “aggrieved person” is the person or persons, including the Association (as stated in 7.1.1) making the claim.
- 7.1.3. A “party in interest” may be an organizational representative, fellow unit member, supervisor, or administrator.
- 7.1.4. “Days” is defined to mean days that the District Office is open for business.

7.2. Purpose

- 7.2.1. The intent of this procedure is to achieve, at the lowest possible administrative level, equitable solutions to the problems which may arise as a result of interpretation of this Agreement.

7.3. General Provisions

- 7.3.1. Nothing contained herein will be construed as limiting the rights of any unit member to discuss a grievance informally with his/her principal/immediate supervisor and to have the grievance processed without intervention by the Association, provided that the proposed adjustment is not inconsistent with the terms of this Agreement and is not made until the Association has received a copy of the grievance and proposed adjustment and has been given an opportunity to file a written response.
- 7.3.2. Time limits specified should be considered maximums. A reasonable effort to expedite the process will be made when the parties agree that adherence to the maximum time limits will significantly harm either party’s position. Time limits may be extended by mutual agreement.
- 7.3.3. In the event a grievance is filed on or after May 1, the grievant may choose to appropriately request that the grievance be expedited according to the time schedule in Section 7.5. Such request shall state the reason why the grievant feels an unexpected grievance will result in harm to the aggrieved.
- 7.3.4. Either party may have a “party in interest” present at any formal level.
- 7.3.5. Every effort will be made by both parties to process grievances at such times which do not disrupt the educational program or the grievant’s work responsibilities. If processing requires activity during the work day, a reasonable amount of release time will be granted to the grievant.
- 7.3.6. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II or by mutual agreement to Level III.

- 7.3.7. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board or the Association against any grievant, any party in interest, any unit member or any other participant in the grievance procedure by reason of such participation.
- 7.3.8. Until the final disposition of the grievance takes place, the unit member and/or the Association shall conform to the decision of the District.
- 7.3.9. Failure of the employees or the Association to adhere to the time limits of the Article shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

7.4. Procedure

7.4.1. Informal Level

Before filing a grievance, the unit member shall first discuss the matter with the immediate supervisor within five (5) days of learning of the alleged grievance. The immediate supervisor shall investigate the matter and shall respond verbally within five (5) days of the meeting. If the matter is not resolved satisfactorily between the unit member and the immediate supervisor, the unit member may file a formal Level I grievance.

7.4.2. Level I

If the grievant is not satisfied with the decision he/she may file a formal written grievance within (10) days with the principal/immediate supervisor.

7.4.2.1. The superintendent will hear the grievance. The decision shall be reduced to writing, and delivered to the grievant within ten (10) days.

7.4.2.2. If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no written disposition of the grievance at Level I has been rendered within ten (10) days after the Superintendent has heard the grievance, s/he may file a Level II grievance simultaneously with the president of the Association and the Superintendent. Such filing shall be within ten (10) days of receipt of the written decision or the five (5) days allowed for the written decision or ten (10) days following no decision.

7.4.3. Level II

7.4.3.1. The Superintendent shall hear the grievance. The decision shall be reduced to writing and delivered to the grievant within ten (10) days.

7.4.3.2. If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written disposition of the grievance at Level II has been rendered within ten (10) days after the Superintendent has heard the grievance, s/he may file a Level III grievance with the Board of Trustees. Such filing shall be within ten (10) days of the receipt of the written

decision or the give (5) days allowed for the written decision or ten (10) days following no decision.

7.4.4. Level III

7.4.4.1. Within twenty (20) days following the receipt of the Level III grievance the Board shall set a hearing date.

7.4.4.2. The Board of Trustees decision will be in writing and will set forth the finding of fact, reasoning and conclusions to the issues submitted. The decision will be submitted to the grievant and the Superintendent. The decision shall be rendered within thirty (30) days from the close of the hearing.

7.4.4.3. The decision of the Board shall be final and binding.

7.4.4.4. All costs, such as release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

7.5. Expedited Grievance Timetable

7.5.1. An expedited grievance shall begin at the Superintendent level.

7.5.2. Time limits within Article VII, Grievance Procedure shall be reduced as follows:

Article VII	Expedited
Level II 7.4.3.1 10 days	2 days
Level III 7.4.4.2 30 days	2 days

Article VIII: Working Conditions

8.1. The unit member work year shall consist of 183 days. A checkout process is required of all teachers. The checkout procedure and timeline will be scheduled by administration. Checkout after the end of the school year may be arranged by mutual consent.

8.1.1. Ten early release days shall be designated on the calendar. Two of the ten days shall be the last two days of the school year. Six of the other eight early release days will be used for teacher directed common planning time, and two may be District directed. Unit members shall develop grade level or departmental written agendas and present them to the superintendent at least one day prior to the early release day. One of the six early release days is after the parent conference time. If

the teacher has scheduled or completed all parent conference, the eighth early release day shall be used as teacher-directed common planning time.

- 8.1.2. The annual calendar shall be mutually developed by the Association and the Board or its designee. An attempt will be made to develop the calendar by the close of the school year for the following year. Conference days shall be scheduled for Wednesdays or Thursdays, and report cards shall be sent home no earlier than the seventh working day after the close of the reporting period.

8.2. Workload/Preparation Time

- 8.2.1. A duty free lunch will be provided for all personnel covered by this Agreement. Certificated personnel will not be required to attend routine meetings or perform job related activities during this time
- 8.2.2. Adjunct duties are those duties necessary to further the smooth operation of the school, or to enhance the educational opportunities available to the students. Regular adjunct duties, such as playground supervision, will be scheduled. Extra curricular duties will be within the framework of the contract.
- 8.2.3. All extracurricular duties listed above will be paid as follows:

Sports	Stipend
Athletic Director at Middle School (1 Position)	\$1000.00 (per trimester) Attendance at games is the expectation. Job description is in development.
Flag Football (3 positions)	\$1000.00 one time only
Basketball (up to 3 positions)	\$1000.00 one time only
Volleyball (up to 4 positions)	\$1000.00 one time only
Middle School Intramural Director	\$1000.00 (per trimester)* A minimum of 50% of the school days of intramural activities is the expectation. Job description is in development.
Activities	Stipend
*Yearbook (1 position at each campus)	\$450.00 for Gravenstein campus - one time only \$600.00 at Hillcrest campus - one time only
*Science Olympiad Teachers (2 positions- 1 teacher per campus- stipends may be split between multiple teachers, however)	\$500.00 (up to 2 trimesters) Job description is in development.
*Student Government (1 teacher at each site)	\$700.00 at Gravenstein campus (per trimester) \$900.00 at Hillcrest campus (per trimester) Job description

	is in development
*Overnight Trips	\$918.47. This stipend is based on a 5 night trip. Trips of fewer nights will be prorated accordingly. This stipend applies to one 8 th grade Yosemite trip and one 7 th grade Monterey trip. Any additional stipends or change of trips need to be pre-arranged and agreed upon by the Superintendent and School Board. Magnet program overnight trip stipends (or other class trips in which the stipend is paid by an outside source) will be considered if the cost is reimbursed to the district by the program foundation or other outside source. If these overnight trips are being reimbursed by one of our school foundations or other outside source, the amount of stipend will be based on this chart. -- one time only
*Drama (1 position)	\$1000.00 (up to 2 trimesters) (for after School Activity only) The job description is in development.
*Assistant Drama (1 position)	\$800.00 (up to 2 trimesters) (after school activity-No class time) The job description is in development.
*Music (1 position)	\$1000.00 (per trimester) Before School Strings (2 mornings) and Jazz Band (2 mornings) is the expectation) The job description is in development.
*Teacher in Charge	\$1000.00 (per trimester)
*ENRICH/GATE Teacher Coordinator for Particular Grade Levels (3 positions) (K-2) (3-5) (6-8)	\$1000.00 (per trimester) Job description is in development.

*Certificated Positions only. All stipend amounts are set for certificated personnel only.

- 8.2.4. Full time 6th, 7th, or 8th grade certificated teachers who teach a minimum of 75 different students in a day or have at least three (3) two period classes of different students in a day shall receive one (1) class period per day as preparation time.
- 8.2.5. An instructional assistant may be provided to the intermediate program during classroom instructional time for a minimum of 2.5 hours per day
- 8.2.6. An instructional assistant may be provided to combination grade classes during classroom instructional time for a minimum of 2.5 hours per day.
- 8.2.7. If teachers in the intermediate program and/or in a combination grade class request an instructional assistant per section 8.2.6 & 8.2.7, determination for placement will be brought to a committee consisting of teacher representatives appointed by GUTA, one from the primary program and one from the intermediate program, and the Superintendent. Final determination for need and placement of instructional assistant will be at the discretion of the Superintendent.

- 8.2.8. Instructional aides will be assigned to classrooms only after consultation with the unit member.
 - 8.2.9. When the District music unit member provides vocal music instruction to grades 4-6, the classroom unit member will not be required to be in the classroom.
 - 8.2.10. In the absence of a Music or Special Categorical Program unit member the District will attempt to hire a substitute.
 - 8.2.11. Preparation periods shall be used for professional work. Unit members are expected to utilize their preparation time for professional activities which will enhance their classroom effectiveness.
- 8.3. Full Inclusion
- 8.3.1. Full Inclusion students are those disabled students that have been approved through the full inclusion process of the Sonoma County Local Plan Area (SELPA) to attend regular education classes.
 - 8.3.2. Whenever possible, any unit member assigned to a full inclusion student should receive prior notification of two or three weeks.
 - 8.3.3. Whenever possible, the determination of class size for classes with identified full inclusion children shall be a shared responsibility between the administration and the teachers that share that grade level(s). That decision shall take into account available aide support.
 - 8.3.4. Staff development/training may be provided and release/substitute time of one day per year may be allocated for teachers with identified full inclusion students.
- 8.4. The District and the Association shall mutually determine a staff meeting day for each month. All unit members shall be required to attend. These meetings shall not exceed one (1) hour in length.
- 8.5. One additional meeting per month that extends more than 15 minutes beyond the normal work day shall require 2 days notice. Other meetings may be scheduled by mutual agreement.
- 8.6. Miscellaneous
- 8.6.1. Telephone service of at least existing levels will be maintained in each site.
 - 8.6.2. All District planned inservice programs and workshops will be paid for by the District.
 - 8.6.3. The District will provide a procedure for reporting alleged unsafe and unhealthy conditions to management. The District will investigate such reports and take appropriate action to correct those conditions found to be unsafe or unhealthy.

- 8.6.4. Unit members will be responsible for morning yard duty 20 minutes before the start of school at each school site.
 - 8.6.5. The district will agree to have children waiting for parent pickup supervised by the assigned teachers on duty. When all buses have left, the children are to be sent to the office for supervision.
 - 8.6.6. For the purpose of determining hourly rate and teacher absence the workday shall be 7.0 hours.
 - 8.6.7. Teachers may be assigned additional duties by the Superintendent within the contract day.
- 8.7. Safe Working Conditions
- 8.7.1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety.
 - 8.7.2. Upon notification, the District shall work to eliminate or correct unsafe or hazardous conditions.
 - 8.7.3. 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 thereto (8 California Administrative Code Section 330, et seq.).
 - 8.7.4. Unit members shall not be expected or required to perform specialized health care. The District shall indemnify all unit members in accordance with Government Code Sections 825 and 995. Those provisions require all public agencies in California to provide the defense and indemnification of all public employees who are sued over acts or omissions that occur within the course and scope of employment.
 - 8.7.5. Repairs of equipment and instructional devices shall be made so as not to interrupt classroom instruction, except in emergencies.
- 8.8. Staff Development Buy-Back Days
- 8.8.1. All Buy-Back Day activities shall be determined, developed and implemented through consultation between the District and GUTA.
 - 8.8.2. Any staff development Buy-Back Days that occur during the duration of this agreement shall be negotiated.
 - 8.8.3. Any costs relating to participation in Professional Development programs shall be borne by the District through any funding source, including staff development monies.

Article IX: Evaluation

9.1. Evaluation of all unit members shall be on a continuing basis scheduled as follows:

9.1.1. Probationary – at least once each school year.

9.1.2. Tenured Unit Members – At least once every other school year.

9.1.3. Those Tenured Unit members who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation was satisfactory may be evaluated at least every five years. Such employees may be evaluated more often at the discretion of the administrator or at the request of the unit member, but not more than once every other school year.

9.1.4. In cases of unsatisfactory evaluation tenured unit members will be evaluated at least annually until the unit member achieves a satisfactory evaluation.

9.1.5. The annual evaluation shall be reduced to writing and a copy thereof shall be transmitted to the unit member at the time of the conference between the evaluator and the unit member.

9.1.6. The evaluation and form utilized for evaluation shall be that which is in Appendix B of the contract.

9.2. Evaluation Procedures

9.2.1. Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, the California Standards for the Teaching Profession (CSTP) and notified of the identity of their evaluator, no later than the third week of the school year in which the evaluation is to take place.

9.2.2. Not later than December 1 unit members being evaluated and the evaluator shall review all of the CSTP and tentatively schedule dates for observations.

9.2.3. The initial classroom observation shall last at least thirty (30) minutes and shall be followed by a conference within five (5) days of the observation. For all other classroom observations the evaluator shall communicate their observations to the unit member in a timely manner. A unit member who receives an unsatisfactory conference may request an additional classroom observation evaluation conference and written evaluation.

9.2.4. Unit members shall not participate in the evaluation of other unit members or be required to assess in writing their own performance.

9.3. Evaluation Conference

- 9.3.1. An evaluation conference between the unit member and evaluator shall be held no later than forty-five (45) calendar days prior to the end of the school year to discuss the content of the evaluation form for probationary unit members and thirty (30) days prior to the end of the school year for permanent unit members. In the event the unit member disputes the content, the unit member may, within fifteen (15) days, prepare a written statement that shall be attached to the evaluation.

9.4. Other Duties and Responsibilities

- 9.4.1. As well as the activities listed above, the unit member will be expected to perform additional duties as follows:
 - 9.4.1.1. the maintenance of a system of records and grades to verify a student's progress.
 - 9.4.1.2. the administration of state and local tests according to the District testing program.
 - 9.4.1.3. the supervision of pupils during regular class time.
 - 9.4.1.4. supervision as assigned consistent with the current contract.
 - 9.4.1.5. the administration of extra curricular duties as agreed upon on an annual basis consistent with the current contract.
 - 9.4.1.6. attendance at faculty meetings consistent with the current contract.
 - 9.4.1.7. parent conferencing during assigned periods, attend Back-to-School and Open House activities.
 - 9.4.1.8. the filing of reports as required by the District.
 - 9.4.1.9. unit members shall continue to provide an opportunity for parents that cannot attend the regularly scheduled conference time, because of employment, to receive an alternative conference time or report.

9.5. Job Description - Grades K-8

- 9.5.1. K-6 Grades are self-contained classrooms where the unit member is responsible for the general education program for the pupils in the classroom. The course of instruction is to be in keeping with the County Course of Study, existing state requirements, and Board-approved programs.
- 9.5.2. The program in grades 7-8 is departmentalized, and the unit member will be responsible for the instructional program within the subject area to which they are assigned. The instruction shall be in keeping with the County Course of Study, state requirements, and Board-approved programs.

9.6. Evaluation Procedures

9.6.1. Evaluation of Teachers

9.6.1.1. The Superintendent or designee shall be responsible for the evaluation of all members of the teaching staff. In the case of itinerant unit members or unit members working at more than one site, a site principal will be designated.

9.6.2. Expected Pupil Progress

9.6.2.1. Every pupil is expected to achieve at a level that is commensurate with the pupil's abilities (with due regard given to his willingness to learn, emotional maturity and home and school environment). The evaluation of this achievement may be secured through observation, products, judgment, responsibilities carried, and anecdotal records. A combination of methods shall serve as the basis for evaluation.

9.6.2.2. Unit members having children either individually or in mass (due to grouping) that they believe will not have the necessary opportunity or motivation to achieve at a level commensurate with their ability, should report this in writing to the school administrator and request a conference.

9.6.3. *(left out of original contract)*

9.6.4. Unit members shall not be required to participate in the evaluation (s) and/or observations of other unit members.

9.6.5. The evaluation of unit members, pursuant to this Article, shall not include or be based on the following:

- Standardized achievement test results
- Results of any tests utilized for the purpose of a School Improvement Plan.

Article X: Transfer and Reassignment

10.1. Definitions

10.1.1. A transfer refers to any action by the Board and/or Superintendent or designee which results in the movement of a unit member from the assignment held at one site to another site or sites.

10.1.2. A reassignment refers to the grade level or levels and subject or subjects taught or services performed by a unit member at a site or sites.

10.2. Subject to approval of the Governing Board, and having informed the Association President, the Superintendent shall have the final authority in all matters pertaining to transfer, assignment and reassignment, when his conclusion is that such transfer assignment or reassignment is in the best interest of the District.

- 10.3. These non-prioritized criteria for determining transfers and reassignments shall include all of the following:
- 10.3.1. Credential(s) held by the unit member;
 - 10.3.2. Unit member's major and minor field of study, if appropriate;
 - 10.3.3. Unit member's strength in the subject matter and/or grade level;
 - 10.3.4. Unit member's quality of performance as determined by the supervisor responsible for evaluation;
 - 10.3.5. Staffing needs of a school site;
 - 10.3.6. Unit member's extracurricular assignments;
 - 10.3.7. Seniority as defined by years of service in the district;
 - 10.3.8. In the event that the Superintendent determines that all criteria are equal, the person with the most seniority shall be given the option to exercise their option.
- 10.4. Voluntary Transfer and Reassignment - Defined as Employee Initiated
- 10.4.1. A unit member may request a voluntary transfer or change of assignment to take effect at the beginning of the next school year. The request shall be made in writing and include the unit member's name, current assignment, including site, and the reasons for requesting the transfer or change of assignment. Such request should be received in the District Office prior to April.
 - 10.4.2. If a unit member has a transfer application on file, it is not required to make further application in order to be considered for any vacancies for which the unit member may have applied.
 - 10.4.3. If a voluntary transfer or change of assignment is denied, and upon written request, the unit member will be provided with the reasons for denial in writing.
 - 10.4.4. If a voluntary transfer or change of assignment is denied, the unit member shall have the opportunity of appeal to the Governing Board.
- 10.5. Involuntary Transfer or Reassignment - Defined as District Initiated
- 10.5.1. Written notice of an involuntary transfer or change in assignment, including the reasons when requested in writing, shall be given to a unit member prior to the final involuntary transfer or change in assignment.
 - 10.5.2. Prior to the last day of school, assignments will be provided for the following year. In the event of change, written notification will be provided to the unit member. Upon request, the reasons for the change and an opportunity for response will be provided.

10.5.3. The unit member shall have the opportunity of appeal to the Governing Board for any involuntary reassignment.

10.5.4. If reassignment requested by the District requires the unit member to obtain an emergency or limited subjects credential, the cost for the credential will be borne by the unit member unless the unit member agrees to take the necessary upper division units to maintain the emergency or limited subject credential.

If the unit member agrees to take the required units, the District will pay the cost for the credential, and for the units. The unit member will not be allowed unit credit on the salary schedule for District paid units. If the unit member pays for the required units, the District will allow unit credit to be applied to the salary schedule.

10.6. General

10.6.1. Notices of vacancies or openings and expected vacancies or openings shall be made available to the Association for distribution to school sites as they become known.

10.6.2. Notices shall contain a closing date for submitting requests for transfer or change of assignment.

10.6.3. All requests for transfer and reassignment shall be made on a form provided by the District.

10.6.4. The District shall notify the Association President during summer vacation before posting openings which may arise. From the close of school until July 31st, three (3) days will be allowed for teachers to respond. After August 1st, one day will be allowed for response. It shall be the responsibility of the Association President, or designee, to notify all existing staff when notified of openings by the District.

10.6.5. When unit members are reassigned to new rooms or sites, custodial support will be provided for the relocation.

10.6.5.1. Should the move occur during the school year, and the unit members teach in that room the same year, the unit member will be provided two (2) days release time.

10.6.6. By February of each year the District will survey the teaching staff requesting their preference of assignment.

10.6.7. When vacancies occur, the District will contact unit members indicating a preference for that assignment.

10.6.8. The preference for assignment shall be made on the District "Intent Form." It is the unit member's responsibility to update the form.

10.6.9. In the event that a staff member's assignment is changed during the course of the school year, the unit member will be provided two days of release time.

10.6.10. Involuntary transfers or assignments to a combination class, or full inclusion student, (based on 10.3.8) will be made on a rotation basis.

10.6.10.1. a "rotation" will be defined as lasting for at least two-thirds of a school year.

10.6.10.2. Unit members may not bump into a grade level currently occupied.

10.6.10.3. Unit members will not be required to do both. Should the rotation call for both, the assignment will be split with the most senior unit member having first option.

Article XI: Leaves

11.1. Paid and Unpaid Leaves

11.1.1. Unit members utilizing the paid leaves enumerated below shall not have any change in wages received, health benefits and retirement credit unless otherwise stipulated in this Article.

11.1.2. Unit members utilizing the unpaid leaves enumerated below shall receive retirement credit in accordance with law and may elect, if allowable by the carrier, to request, in writing, to pay the full cost of health coverage premiums.

11.2. Leaves - General

11.2.1. A unit member who is to be absent for any reason shall notify the District designee.

11.2.2. In the event of a suspected abuse of any leave, the District may require a unit member to submit a written verification attesting to the proper use of the leave.

11.2.3. A unit member returning from absence must contact the school or site before 3:00 p.m. of the day preceding the day of intended return. If the unit member is unable to make a determination, a substitute must be called by 6:30 p.m.

11.3. Leaves

11.3.1. Sick Leave

11.3.1.1. Sick leave is defined as days of absence for illness, injury, infectious disease, quarantine, or disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

11.3.1.2. All regular full-time employees shall be granted ten (10) days sick leave during each school year.

11.3.1.3. After all earned sick leave days at full pay have been used and additional absence due to illness or accident is necessary, and if such absence is less than five (5) months, the full-time employee shall receive the difference between his/her own salary and the amount which would have been paid a substitute or, if no substitute has been employed, the amount that would have been paid a substitute rate up to a total of five (5) months.

11.3.2. Personal Necessity

11.3.2.1. Personal necessity days of sick leave allowed a regular employee, not to exceed a total of seven (7) days in any school year, may be used by the employee at his/her election in cases of personal necessity, for any of the following purposes:

11.3.2.1.1. Death of a member of his/her immediate family.

11.3.2.1.2. A serious accident involving his/her person or property, or member of immediate family.

11.3.2.1.3. Appearance in court as a litigant or as a witness under an official order.

11.3.2.1.4. Serious illness in the immediate family.

11.3.2.1.5. Paternity leave at the birth of a child (two days for each birth).

11.3.3. Bereavement Leave

11.3.3.1. Notification for bereavement leave shall be made to the District Office or through the building principal.

11.3.3.2. A regular employee will be granted five (5) days leave of full pay in the event of a death of a member of the immediate family.

11.3.4. Maternity Leave

11.3.4.1. The Board shall provide for an unpaid leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence, and the date on which the employee resumes duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

11.3.4.2. Upon exhaustion of sick leave, a unit member may receive for up to five (5) months wages equivalent to the difference between substitute's daily rate and the unit member's daily rate.

11.3.5. Child Rearing Leave

Leave of absence shall be granted to a unit member without pay for the purposes of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester.

11.3.6. Jury Duty/Witness Leave

Members of the unit shall be entitled to leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. Any compensation other than mileage received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, his/her regular pay.

11.3.7. Industrial Accidents and Illness Leave

Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Such leave will commence on the first day of absence.

11.3.8. Personal Leave

A unit member shall be granted up to three (3) days of personal leave deducted from sick leave. Such leave shall be taken in accordance with 11.2 above.

11.3.8.1. A unit member desiring to use this leave shall make a reasonable effort to request this leave forty-eight (48) hours in advance of use. This leave may be limited to two (2) unit members per day.

11.3.9. Leave Requests

Unit members may apply for leaves. In the request, the unit member should specify whether they are requesting a paid or unpaid leave, benefits, the duration of the leave and the reason. The Board shall act on the request no later than at the next regularly scheduled meeting of the Board of Trustees.

11.3.10. Catastrophic Sick Leave

11.3.10.1. Definition: Catastrophic leave is a paid leave of absence due to a verifiable, long term illness or injury, which disables the unit member for more than twenty days.

- 11.3.10.2. Coverage: Unit members shall be eligible for such leave due to their own serious illness/injury or the serious injury/illness of an immediate family member, defined as spouse, parent, sibling, or child.
- 11.3.10.3. Unit members must exhaust all accrued sick leave, but not differential, before qualifying for Catastrophic Leave.
- 11.3.10.4. Catastrophic Leave taken by an employee shall be counted against a bank of days specifically donated by other unit members on behalf of the affected unit member. Unit members will be limited to a maximum of ten Catastrophic Leave days per school year or the number of days available in the bank, if fewer than ten are banked. Unit members donating sick leave days must donate whole days.
- 11.3.10.5. Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the Participant full pay and the Bank shall be charged one-half (1/2) day.
- 11.3.10.6. Any banked sick leave days not utilized shall remain in the bank.
- 11.3.10.7. Unit members who are retiring or leaving the employment of the District may contribute their unused sick leave to the Catastrophic Leave Bank not to exceed ten (10) days.
- 11.3.10.8. In any instance of long term leave by a unit member, the District and the Association shall mutually agree that the requirements above have been satisfied before a memo is sent to all unit members notifying them of the opportunity to donate sick leave days.
- 11.3.10.9. Sections 11.3.10.4 and 11.3.10.5 when taken together shall provide 20 (½) days for the unit member utilizing differential leave.

11.3.11. Family Care Leave

- 11.3.11.1. Each eligible unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.
- 11.3.11.2. Family care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

- 11.3.11.3. During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status.
- 11.3.11.4. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.
- 11.3.11.5. The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

11.4. Shared Teaching

- 11.4.1.1. Shared Teaching may be established when two unit members request to share one full-time position. With the Superintendent's permission, if only one permanent status teacher requests a job share, then a temporary teacher may be hired to serve as the job share partner.
- 11.4.1.2. Teachers interested in shared teaching must submit a joint application to the District by the first Monday in April for the following school year. A copy must be provided to the Superintendent or designee. In special circumstances applications may be submitted at any time for the current school year.
- 11.4.1.3. The application will specify how the job will be shared in respect to time, for what percentage of the job each applicant will be responsible, and how the teaching hours will be divided. The application will state clearly which unit member will be responsible for various duties. Both unit members must attend Back-to-School-Night, Open House, and be present on Parent Conference Day(s).
- 11.4.1.4. Within ten (10) days, the Superintendent or designee shall meet with the applicants to review their request, and to clarify any items. Following this meeting the application shall be scheduled for the next regular board meeting. Approval of the Board is required and the decision of the Board is final. The Board shall render its decision in writing and provide a copy to the applicant (s).
- 11.4.1.5. Teachers approved for shared teaching will automatically receive a leave of absence from that portion of their regular assignment not worked. Their salary and benefits shall be prorated.
- 11.4.1.6. Shared Teaching shall be reviewed on an annual basis. Should a unit member be unable to fulfill their assignment, the other unit member shall

take over the full-time assignment unless a District approved replacement is found.

11.5. Reduced Workload

11.5.1. In keeping with state law, the District may offer a reduced workload program to eligible unit members. Many factors need to be considered in the District's ability to fund this program in whole or in part. Unit members interested in a Reduced Workload Program should contact their local Teachers' Association and District Business Office or Superintendent.

11.5.2. Reduced Workload Program guidelines shall be the same as those for shared teaching, with the exception of benefits, which may be increased as required by law.

Article XII: Salary

12.1. A final pay warrant will be issued at such times as each unit member has completed the following responsibilities:

12.1.1. Complete and turn in all required records and keys.

12.1.2. Check and complete all required inventories of supplies and equipment.

12.1.3. Check with site administration and secretary for all necessary forms.

12.2. The Unit Approval Guidelines shall be incorporated into this Agreement.

12.2.1. The Superintendent shall be responsible for Guideline implementation, with a right of appeal to the Board.

12.2.2. The Board encourages units to be taken but credit will not be granted for more than six (6) units taken during any District semester. This limitation may be waived by the Board or its designees if special circumstances exist.

12.2.3. The number of units taken for credit during summer session is not limited. However, no unit member shall move more than one column in salary advancement in any one year. Approved units in excess of the units necessary for one column advancement will be credited to the following year.

12.3. One year's experience shall be granted in salary schedule placement for substitute teaching totaling more than one-half of a school year.

12.4. One year's experience shall be granted in salary schedule placement for teaching experience exceeding one-half of a school year.

12.5. For the 2010-11 school year, the District will provide a one-time /off schedule payment of 5.5% of each unit member's base salary. 2011-12 negotiations will begin

after the adoption of the State Budget and submission of Unaudited Actuals for the 2010-11 school year.

12.5.1. Advancement on the salary schedule will be given annually to members that accumulate 50% or more teaching time. Time in excess of 50% cannot be accumulated and will not be carried over.

12.5.2. Master's Degree bonus will be to \$1,000.

12.5.3. Certificated employees presently in the anniversary increments of Columns II and III beyond step 15 will be frozen in Step but not in Column advancement. No additional unit members will be allowed to enter the anniversary steps of Columns II and III. All unit members currently in the frozen anniversary increments of columns II and III who are actively pursuing pre-approval unit(s) will receive an annual stipend of \$500.

12.5.4. A certificated teacher who retains less than a Preliminary California Teaching credential and/or less than BA+30 units will be compensated at a rate of 90% of Column 1, Step 1. Until the teacher obtains a minimum of a California Preliminary Teaching Credential (or equivalent or higher) he/she will remain at this placement and salary. When the Preliminary or better credential is retained, the teacher will move to Column 1, Step 2 regardless of his/her years of service. This section applies to teachers hired after this agreement is adopted.

12.6. Early Retirement Incentive Plan - Certificated Employees Requirements:

12.6.1. The employee shall have reached fifty-five (55) and have rendered a minimum of ten (10) years of service to the District, including the immediately preceding five (5) years.

12.6.2. The employee in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances approved by the Board.

12.6.3. The employee shall file an application with the District Office prior to February 15 of the year in which early retirement will occur. By mutual agreement the Board and its employee(s) may file an application with the Board prior to the following school years. The application shall be subject to Board approval and availability of funds and include the following information:

12.6.3.1. Which early retirement program is requested;

12.6.3.2. The number of years for which the program is requested, and

12.6.3.3. If appropriate, the types of services the employee wishes to render with a description or plan for each.

12.6.4. A contract for services under this section shall be for no more than five (5) years and shall be reviewed annually by the parties. Service beyond five (5) years may be granted by approval of the District Superintendent.

12.6.5. The District may cancel all or part of the contract should the employee fail to perform the required services in a manner satisfactory to the District.

12.6.6. The contract shall specify the appropriate number of days per year in services/activities determined by the District.

12.7. Early Retirement Programs

12.7.1. An employee who qualifies may elect to retire and receive benefit coverage as contractually provided per Article XIII, Benefits, Section 13.2 at the time of his/her retirement, until age sixty-five (65) or until state and/or federal health coverage begins, whichever occurs first, provided the employee retires by the conclusion of the school year in which the employee reaches the age of 58. No services to the District will be required.

12.7.2. Any eligible employee who qualifies may elect to retire and enter into a contract with the District for services as follows:

12.7.2.1. Total days of service to be provided by the employee shall not exceed the number of days arrived at by dividing the daily rate from the step in class from which they retired into the agreed amount of the contract, or one hundred twenty (120) days, whichever is less. Total days of service shall be rendered on consecutive working days unless modified by the written plan. Determination of the dollar amount is solely the prerogative of the District but is not to exceed five thousand (\$5,000) dollars.

12.7.2.2. The District will pay the premiums for full benefit coverage as provided in Article XIII, Benefits, Section 13.2, until age sixty-five (65) or until state and/or federal health coverage begins, whichever occurs first.

12.8. Guidelines for Unit Approval

12.8.1. Request for Approval Form - Unit members will fill out "Request for Approval Form," including course description and reason for taking the course. The form will be submitted to the Superintendent prior to the date of the first class meeting. Request forms are to be returned within 5 days. Only approved classes will be counted for advancement on the salary schedule.

12.8.2. Inservice Credits - At times, unit members attend lecture series or workshops which are not accredited courses. Teachers may apply for in-service credit for these courses under the following criteria:

12.8.2.1. Statement of attendance, signed by the instructor, must accompany application;

12.8.2.2. Maximum unit credit would reflect 15 hours of attendance per unit.

12.8.2.3. Each application will be reviewed as a separate case with emphasis on application of the experience to the professional growth and/or class assignment of the applicant.

12.8.3. Upper Division and Graduate Units - It is the intent of these guidelines to have unit members improve their professional skills and talents through participation in graduate and upper division course work. For purposes of advancement on the salary schedule, graduate and upper division course work will be reviewed for approval as follows:

12.8.3.1. Credit will be allowed for course work taken when the unit member has been accepted as a candidate for an advanced credential or degree in an education related program of study.

12.8.3.2. Credits taken randomly will be reviewed on a course basis. No fewer than nine out of every 15 units taken must be in a field related to the unit member's present assignment. Courses anticipating a unit member's future assignment must be approved by the building principal.

12.8.3.3. Credit will ordinarily not be approved for courses taken for interest or training in fields unrelated to the unit member's present or potential assignment; or when such courses will lead to certification for employment outside the field of education.

12.8.3.4. Units for advancement on the salary schedule shall be defined as follows:
Semester Unit = Fifteen hours of attendance for each semester unit.
Quarter Unit = Two-thirds of a semester unit.
Continuing Education Units (CEU) = $\frac{2}{3}$ semester units for salary advancement credit, and full credit to meet the Professional Growth Requirements for the clear credential. One CEU equals ten (10) hours of attendance.

12.8.3.5. Units for lecture series from the same institution, using the same format, can be credited once, even if the topics change.

12.8.4. Lower Division Units - Generally, approval will be granted only for upper division and graduate units. Exceptions may be granted on a case-by-case basis under the following criteria:

12.8.4.1. The unit member will provide a description of the application of the course to present assignment.

12.8.4.2. The same material is not readily available in an upper division or graduate course.

12.8.5. Appeal - In case the Superintendent denies acceptance of the units attempted for salary schedule, the unit member shall have the right to appeal to the Board as an agenda item.

12.8.6. Transcript - Upon completion of the course, unit members shall submit to the business manager a copy of the transcript of the course accepted by the Superintendent.

Article XIII: Health and Welfare Benefits

13.1. It is agreed that the District may change carriers on any benefits in this Article provided that they first consult with the Association, and such change does not reduce the actual level of benefits to the unit member.

13.2. The district will fund Health Insurance for certificated employees and qualified dependents up to the rate of \$500.00 per month (with a maximum of \$6000.00 per year). The employee shall pay (payroll deduction unless requested otherwise) any monthly premium that exceeds the District's monthly contribution. The District will continue to pay the monthly dental and vision cost at the 2005-06 rate of \$99.18 for dental and \$28.60 for vision.

13.3. Health coverage shall be extended to the months of July and August for certificated staff that resign, take a leave of absence, or are laid off.

13.4. All benefits are based on FTE status and will be prorated for part-time unit members.

Article XIV: Not Used

Article XV: Negotiation Procedure

15.1. Not later than the first regularly scheduled Board meeting in May of the calendar year in which this Agreement expires, or reopens, the Association may submit its initial proposals for a successor Agreement to the Board. Such initial proposal should include specific language addressing what is proposed. Failure to submit a proposal will constitute a waiver of the Association's right to bargain, and will leave the current contract in place for the duration of that contract year. For the 2011-12 contract year only, the reopener timelines of paragraph 12.5 shall govern.

15.2. The parties shall meet and negotiate in good faith on a successor Agreement no later than five (5) days after the first regularly scheduled Board meeting in July of the calendar year in which this Agreement expires or from the date the District considers changes relevant to this Agreement.

15.3. The District shall provide the Association with appropriate public data in its possession that is needed by the Association to fulfill its role as exclusive bargaining agent.

Article XVI: Completion of Meet and Negotiate

- 16.1. Any individual contract between the Board and an individual employee within the representational unit of this contract heretofore executed shall be subject to and make subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- 16.2. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Board.
- 16.3. During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of the School District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 16.4. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.5. There shall be a committee established, comprised of no more than two (2) members appointed by the President of the Gravenstein Union Teachers Association and three (3) members appointed by the Superintendent of the District.
 - 16.5.1. The committee will meet on a monthly basis to discuss matters of mutual concern related to employer/employee relations. Meeting schedules may be modified and/or supplemented by mutual agreement.
 - 16.5.2. The sole purpose of the committee is to maintain a viable and effective channel of communication between the District and its unit members.
 - 16.5.3. The Association and the District agree that it is not the intent of this Article to change, whether by addition, deletion or modification, the provisions of this Agreement. However, where appropriate and upon mutual agreement between the District and the Association, this agreement may be modified through the execution of a written document.
 - 16.5.4. Appropriate records of Certificated Employer/Employee Relations (CEER) committee meetings will be maintained.

7. **Article XVII: Duration**

- 17.1. This Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect up to and including June 30, 2013. For each of the years, 2011-12 and 2012-2013, the Association and the District may reopen negotiations for salary, benefits and two unspecified articles pursuant to Article XV of this agreement.

8. **Article XVIII: Certificated Employee Suspension**

- 18.1. Application - This procedure applies to the suspension during the school year of certificated employees.
- 18.2. Notice of Suspension
- 18.2.1. Notice of Suspension shall be given by the Superintendent or the Superintendent's designee at least twenty (20) unit member work days prior to the effective date of such action.
- 18.2.2. The Notice of Suspension shall include a statement of reasons for such action with sufficient particularity as to permit the employee to prepare a defense and notice of the opportunity to appeal.
- 18.3. Service of Notice - The written Notice of Suspension shall be served by registered or certified mail or by personal service.
- 18.4. Suspension
- 18.4.1. Suspension may be proposed or determined for a specified period of time not to exceed fifteen (15) days. Upon the first offense, suspension shall not exceed one (1) day. On the second offense suspension shall be one to five (1-5) days. On the third offense suspension shall be one to ten (1-10) days. On the fourth offense suspension shall be one to fifteen (1-15) days.
- 18.4.2. Suspension is without any pay and for a stated number of work or calendar days and may be initially proposed by the Superintendent or his/her designee.
- 18.4.3. When suspension is initially proposed by the Superintendent or his/her designee for a specified period of time, no more severe penalty may be applied by the Governing Board. However, the Governing Board may modify the proposal for an amount less than the administration or said designee has proposed.
- 18.5. Grounds for Suspension
- 18.5.1. Any one or more of the causes specified in Education Code Section 44932.
- 18.5.2. Before any suspension is to be proposed, the unit member will first have been formally warned verbally, second given a formal written warning, and third given an official reprimand to their file.

- 18.6. Request for Hearing - The employee shall file a written request for hearing within eleven (11) unit member work days of receipt of the Notice of Suspension. Filing means receipt in the District Office no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the Governing Board without notice of hearing except as may be required in a Board meeting agenda.
- 18.7. Conduct of Hearing
- 18.7.1. Whenever a hearing is requested as provided above, the Governing Board shall decide, in its discretion, whether to conduct the hearing itself or refer it to a hearing officer. If the Board requests an officer, then the Board shall pay all of the fees incurred. If the unit member requests the officer, then the unit member shall pay all of the fees incurred. If the Board and the unit member mutually feel that an officer is required, then the fees shall be shared between the Board and the unit member.
- 18.7.2. Non-substantive procedural errors committed by the District, the hearing officer, or the Governing Board shall not affect the decision unless the errors are prejudicial.
- 18.8. Decision of the Governing Board - The decision of the Governing Board (i.e., in cases in which the Board itself presides over the hearing) shall be in writing and shall state findings of fact and determination of the issues.
- 18.9. Recommended Decision of the Administrative Law Judge - If a hearing officer presides over the hearing, his/her recommended decision shall be in writing and shall state findings of fact and determinations of the issues.
- 18.10. Review by the Governing Board - The Governing Board, at its next meeting which is not less than five (5) working days after the recommended decision of the hearing officer is received at the District Office, shall act upon that recommended decision. If the Board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits and listen to oral argument, if requested, as to the sufficiency of cause. The decision of the Governing Board is final.
- 18.11. Judicial Review - Judicial review may be had by filing a petition for Writ of Mandate in Superior Court within eleven (11) unit member work days of the effective date of the Governing Board's decision.

Article XIX: Public Charges

- 19.1. Any anonymous or unsubstantiated public complaint shall not be used in a unit member's evaluation or included in a unit member's personnel file. If the administrator receiving the public complaint decides that it is not serious enough to warrant further attention it shall not be reported to the unit member.

- 19.1.1. If the complaint is determined to be frivolous or not warrant further attention, the District Office shall not discipline or refuse to re-employ such unit member on the basis of such allegation or complaint nor shall the complaint form the basis for a negative evaluation or be placed in the unit member's personnel file.
- 19.2. Complaints or charges of any event that happened twenty (20) or more working days prior to the date of the charge shall not be pursued. Exceptions may be made when good cause exists for delay in reporting or for further investigation.
- 19.3. If the administrator believes that the complaint does warrant further attention and investigation, the unit member shall be informed within two (2) working days of the complaint and the administrator shall investigate the complainant's concerns and the unit member's position.
 - 19.3.1. The unit member may request the administrator to schedule a meeting of the member, the complainant and the administrator. However, if the complaint involves a charge under Section 44939 or 44949 of the Education Code any hearing/investigation shall be held as prescribed by those applicable sections of the Education Code.
 - 19.3.2. During such a meeting, the unit member shall have the right to have an Association representative present.
 - 19.3.3. After the meeting, if the administrator determines that further investigation is warranted, the complaint shall be reduced to writing and signed by the complainant. A copy of the charges shall be provided to the unit member within five (5) working days of the meeting.
 - 19.3.4. If the unit member has not requested a meeting with the complainant, but the administrator decides to continue to investigate the complaint, all charges will be put in writing and signed by the complainant. All charges will be given to the unit member within five (5) working days of when the unit member is verbally informed of the complaint.
- 19.4. The unit member shall have the right to respond in writing to any written statement regarding the complaint and such response shall be attached to the complaint.
- 19.5. No reference shall be made to the complaint in the unit member's evaluation, if, after investigating the complaint, no written documentation is placed in the unit member's personnel file.
- 19.6. If, after investigating the complaint, the administration determines that it is appropriate to document the incident and to have the documentation placed in the unit member's personnel file, the provision of Article XVIV shall be followed.
- 19.7. Contents of an evaluation /public charge report which are derived from an allegedly improper procedure may be challenged/appealed through the grievance procedure of the contract.

19.8. This Article shall not prohibit the investigation and reporting of criminal allegations.

19.9. Public Charges/Complaints are those brought forward with regard to a unit member by persons who are not District employees.

Article XX: Effects of Layoff

20.1. A layoff, for the purpose of this Article, shall be an involuntary separation from active service of a probationary or permanent certificated employee for reasons as set forth in the Education Code.

20.2. Layoffs shall be made on a District-wide basis, in inverse order of seniority, in accordance with the applicable provisions of the Education Code.

20.3. Seniority shall be earned from the date service is first rendered as a probationary employee. The purpose of adopting criteria for establishing an order to termination of employees who first rendered paid probationary service to the District on the same date is to comply with the requirements of Education Code Section 44955.

20.3.1. Criteria to be used. The Board of Education finds that to make effective release of employment decisions, objective criteria must be established. This will insure that district employees are treated fairly and equitably. To this end, the needs of the District and its students will be best served by using the following criteria in establishing the order of termination described above.

20.3.1.1. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District (e.g., bilingual, special education).

20.3.1.2. Credentials and experience to teach in special categorical programs (e.g., bilingual, special education).

20.3.1.3. Years of experience previous to current employment as a full-time credentialed teacher in a probationary/permanent K-12 teaching situation in a public school.

20.3.1.4. Credentials that permit supplementary authorizations.

20.3.1.5. Number of teaching and/or specialist service credentials.

20.3.1.6. Earned degree beyond the B.A. or B.S. level.

20.3.1.7. Multiple language skills relevant to District need.

20.3.1.8. Emergency v. Preliminary v. Clear/Life Credentials.

20.3.2. Application of Criteria.

20.3.2.1. Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District (e.g., bilingual, special education).

Rating: +1 per credential, + 1 per year of experience

20.3.2.2. Credentials and experience to teach in special categorical programs (e.g., bilingual, special education).

Rating: + 1 per credential, +1 per year of experience

20.3.2.3. Years of experience previous to current employment as a full time credentialed teacher in a probationary/permanent K-12 teaching situation in a public school.

Rating: +1 per year

20.3.2.4. Credentials that permit supplementary authorizations.

Rating: +1 per supplementary authorizations

20.3.2.5. Number of teaching and/or specialist service credentials.

Rating: +1 per credential

20.3.2.6. Earned degree beyond the B.A. or B.S. level.

Rating: +1 per degree

20.3.2.7. Multiple language skills relevant to District need.

Rating: +1 for Spanish

20.3.2.8. Emergency v. Preliminary v. Clear/Life Credentials.

Rating: +1 per emergency, +2 per preliminary, +3 clear/life credential

20.3.3. Tie-Breaking Procedure. In the event that common day hirees have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery.

RATING CALCULATIONS WORKSHEET FOR COMMON DATES OF HIRE

Common Date of First Paid Service _____

CRITERIA – POINTS EARNED

Employee Name	A	B	C	D	E	F	G	H	POINT TOTAL	RANK

20.4. An employee who elects separation in lieu of either bumping or assignment into a different grade shall maintain his/her re-employment rights as defined under this Article.

- 20.5. Before layoff occurs, the District shall develop a seniority list which shall be made available to the employee organization.
- 20.6. After the Board has made the decision to layoff employees, the District will issue notices of layoff to the employees affected, on or before March 15 of the year the layoff is to take effect. If the layoff is a summer layoff (E.C. 44955.5) the District will issue notices to the effected employees by the time limits prescribed in law.
- 20.7. Employees to be laid off shall be notified by the procedures provided for such notice in the Education Code.
- 20.8. The notice shall contain the effective date of layoff, displacement rights, if any, and re-employment rights.
- 20.9. Employees who have been laid off shall be placed on a re-employment list for a period of twenty-four (24) months if a probationary employee, and thirty-nine (39) months if a permanent employee.
- 20.10. Offers of re-employment shall be made in reverse order of layoffs as vacancies occur for which the employee being offered re-employment is certificated and qualified to teach.
- 20.11. Individuals on a re-employment list shall have three (3) working days to respond to a verbal offer of re-employment which, if declined, will be followed by a written verification of the declination, or five (5) working days to respond to a written offer sent by certified/registered mail, beginning with the day it is deposited in the US. Mail to the most recent address supplied to the District by the employee.
- 20.12. District shall notify individuals of offers of re-employment in accordance with Education Code.
- 20.13. A permanent or probationary employee who is laid off and is subsequently re-employed shall retain that seniority earned prior to the effective date of the layoff.
- 20.14. No seniority shall be earned during periods of separation from paid employment in the District except during authorized military leave.
- 20.15. A permanent or probationary employee who is laid off and is subsequently re-employed by the District shall retain that sick leave earned and unused at the time of separation.
- 20.16. Employees laid off shall be able to credit time served prior to layoff for computation of credit toward longevity pay rate upon re-employment.
- 20.17. Benefits for Laid Off Unit Members
 - 20.17.1. The District will allow three (3) days paid leave for any necessary interviews after:

- 20.17.1.1. Filing of final notice of layoff
- 20.17.1.2. Use of two (2) days personal leave

20.17.2. Laid off unit members may continue on the District's health and welfare insurance programs at their own expense, provided this is acceptable to the District insurance carrier.

XXI: Personnel Files

- 21.1. A unit member will be provided a copy of any negative or derogatory material before it is entered into his/her personnel file. Unit members will be given the opportunity during the school day to review (as per Education Code Section 44031), make copies and prepare a written response to such material within ten (10) days. The written reasons shall be attached to the material in the personnel file.
- 21.2. Materials shall be placed in the unit member's personnel file in accordance with Education Code Section 44031. Unit members will be notified at such time that such materials will be placed in the file.
- 21.3. Upon written authorization by the unit member a representative of the Association shall be permitted to examine and/or obtain copies of materials in the file.
- 21.4. The person or persons who draft and/or place material in a unit member's personnel file shall sign and date the material and define the ten day period.
- 21.5. Access to the personnel file(s) will be limited to the members of the District administration and their agents. The Board may review a personnel file in closed personnel session of the entire Board. It is understood that the personnel file shall be confidential.
- 21.6. A log shall be maintained for each file indicating the persons who have examined the file and the date. Administrators of the District need not be listed on the log. Such log shall be available for review by the unit member or his/her designated representative.
- 21.7. The District will maintain a single personnel file for each unit member. The file will be maintained at the District Office.

Article XXII PAR

Should state funding for the PAR program be reduced or eliminated, this Article shall automatically expire and have no force and effect without the need for further action by the District or Association. The District shall notify the Association if the PAR program funding is reduced or eliminated. Note: Teachers who participate in BTSA are not a part of the PAR program.

- 22.1. Definitions

22.2. Joint Committee

- 22.2.1. The Joint Panel shall consist of three (3) members, two of whom shall be certificated classroom teachers who are chosen by the Association. The District shall choose the administrator of the Joint Committee. Members shall serve for one year.
- 22.2.2. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present, one being the district administrator. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the rate of \$30.00 per hour.
- 22.2.3. The Joint Committee shall be responsible for the following:
 - 22.2.3.1. Providing annual training for the Joint Committee members.
 - 22.2.3.2. Establishing their own rules of procedure.
 - 22.2.3.3. Selecting the panel of Consulting Teachers.
 - 22.2.3.4. Selecting trainers and/or training providers.
 - 22.2.3.5. Providing training for Consulting Teachers prior to the Consulting Teachers prior to the Consulting Teacher's participation in the program
 - 22.2.3.6. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the consulting Teacher and the site principal.
 - 22.2.3.7. Making available the panel of Consulting Teachers for selection by the Participating Teacher.
 - 22.2.3.8. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement shall prevail.
 - 22.2.3.9. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - 22.2.3.10. Establishing a procedure for application as a Consulting Teacher.
 - 22.2.3.11. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

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

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

22.3. Participating Teachers (PT)

22.3.1. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

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

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

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

22.4. Consulting Teachers (CT)

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

22.4.1.1. A credentialed classroom teacher with permanent status.

22.4.1.2. Substantial recent experience in classroom instruction.

22.4.1.3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge,

and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.4.2. In filling a position of Consulting Teacher, each applicant is required to submit two (2) references from individuals with specific knowledge of his or her expertise, as follows:

22.4.2.1. A reference from an Association officer.

22.4.2.2. A reference from another classroom teacher.

22.4.3. All applications and references shall be treated with confidentiality.

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

22.4.5. A Consulting Teacher shall be provided release time as needed, not to exceed 16.66 hours per year. The term of the Consulting Teacher shall be two (2) years. A teacher shall not be appointed to an administrative position in the District while serving as a Consulting Teacher.

22.4.6. Functions performed by consulting teachers pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive \$30.00 an hour pay for all work beyond the regular workday and/or work year not to exceed \$500.00

22.4.7. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no less than seven (7) hours of assistance per trimester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

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

22.4.9. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre- observation and post-observation conferences.

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

22.4.11. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive.

22.5. The total annual expenses of the programs in this Article shall not exceed the District's revenue for that year for the PAR program.

Appendix A—Glossary

1. Immediate Family

The immediate family is defined to include spouse, mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, a son, step-son, son-in law, daughter, step-daughter, daughter-in-law, brother or sister of the employee or other relative living in the immediate household of the employee.

2. Day - Working Day

As used in this contract, the word “day,” or phrase “working day,” shall mean any day the District Office is usually open to conduct business.

3. Seniority

As used in this contract, seniority shall mean years of service in the District.

4. Unit Member

The use of the term “unit member(s)” in this contract is for stylistic purposes. The term is not meant to exclude non-members of the association.

Appendix B—CSTP EVALUATION FORM

Observation Date _____

Evaluator _____

STANDARD 1		SATISFACTORY	UNSATISFACTORY
Engaging and supporting all students in learning.			
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals.		
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs.		
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice.		
1.4	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.		
1.5	Promoting self-directed, reflective learning for all students.		
Comments:			

STANDARD 2		SATISFACTORY	UNSATISFACTORY
Creating and maintaining effective environments for student learning.			
2.1	Creating a physical environment that engages all students.		
2.2	Establishing a climate that promotes fairness and respect.		
2.3	Promoting social development and group responsibility.		
2.4	Establishing and maintaining standards for student behavior.		
2.5	Planning and implementing classroom procedures and routines that support student learning.		
2.6	Using instructional time effectively.		
Comments:			

STANDARD 3		SATISFACTORY	UNSATISFACTORY
Understanding and organizing subject matter for student learning.			
3.1	Demonstrating knowledge of subject matter content student development and State Standards		
3.2	Organizing curriculum to support student understanding of subject matter.		
3.2	Interrelating ideas and information within and across subject matter areas.		
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter.		
3.5	Using materials, resources, and technologies to make subject matter accessible to students		
Comments:			

STANDARD 4		SATISFACTORY	UNSATISFACTORY
Planning instruction and designing learning experiences for all students utilizing the State Standards.			
4.1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.		
4.2	Establishing and articulating goals for student learning.		
4.3	Developing and sequencing instructional activities and materials for student learning.		
4.4	Designing short-term and long-term plans to foster student learning.		
4.5	Modifying instructional plans to adjust for student needs.		
Comments:			

STANDARD 5		SATISFACTORY	UNSATISFACTORY
Assessing student learning			
5.1	Establishing and communicating learning goals for all students.		
5.2	Collecting and using multiple sources of information to assess student learning.		
5.3	Involving and guiding all students in assessing their own learning.		
5.4	Using the results of assessments to guide instruction.		
5.5	Communicating with students, families, and other audiences about student progress.		
Comments:			

STANDARD 6		SATISFACTORY	UNSATISFACTORY
Developing as a professional educator			
6.1	Reflecting on teaching practice and planning professional development.		
6.2	Establishing professional goals and pursuing opportunities to grow professionally.		
6.3	Working with communities to improve professional practice		
6.4	Working with families to improve professional practice.		
6.5	Working with colleagues to improve professional practice.		
6.6	Balancing professional responsibilities and maintaining motivation.		
Comments:			

Summary:

Recommendations:

_____ Satisfactory

_____ Unsatisfactory

This form will be placed in the employee file.

Unit Member's Comments:

Unit Member Signature

Evaluator Signature

Date

Date

Appendix C—Certificated Salary Schedule 2010-11

Gravenstein School District
 Certificated Salary Schedule
 2010--2011
 183 Days

	I	II	III	IV
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	40,821	40,821		
2	40,821	41,836		
3	40,840	42,882	45,026	
4	41,861	43,953	46,152	
5	42,907	45,053	47,306	49,672
6	43,980	46,179	48,490	50,913
7	45,080	47,333	49,701	52,187
8	46,206	48,517	50,942	53,492
9	47,360	49,730	52,218	54,829
10	48,546	50,974	53,523	56,199
11	49,757	52,247	54,860	57,604
12	51,004	53,554	56,233	59,044
13		54,893	57,639	60,521
14		56,266	59,080	62,036
15		57,672	60,557	63,584
16				63,584
17				63,584
18				65,175
19				65,175
20				65,175
21				66,803
22				66,803
23				66,803
24				68,474
25				68,474
26				68,474
27				70,185
28				70,185
29				70,185
30				71,939

Masters Degree: \$1,000

Schedule Includes 5% above 06-07

Board approved July 13,2011

SIGNATURE PAGE

This agreement, effective July 1, 2010 through June 30, 2013, has been read and agreed to by the Gravenstein School District Board of Trustees and the Gravenstein Union Teachers' Association/CTA/NEA.

For the District

Date _____

For the Association

Date _____

MEMORANDUMS OF UNDERSTANDING

- Memorandums of Understanding are not a part of the contractual language.
- MOU's are agreements between the District and the Association that are specific to a single topic within the year or years identified in the MOU.
- MOU's are grievable.

MOU REGARDING IMPLEMENTATION OF FLEX 125 PLAN

1. The District shall contact American Fidelity or an equitable company if American Fidelity is not possible and schedule a presentation to members by September 30, 2005 to introduce the plan and its benefits.
2. The District shall maintain the IRS 125 Plan at no cost to the district.
3. Open enrollment for the IRS 125 Plan shall be held annually.