

**CONTRACT AGREEMENT
BETWEEN**

**THE GEYSERVILLE
TEACHERS ASSOCIATION**

AND

**THE GEYSERVILLE
UNIFIED SCHOOL DISTRICT**

FOR THE PERIOD

July 1, 2022 through June 30, 2025

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ARTICLE I - AGREEMENT

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

ARTICLE II - RECOGNITION

- 1.0 The Board recognizes the Association as the exclusive representative of all certificated employees of the District, excluding management, confidential and supervisory employees, as defined in the Act, for the purposes of meeting and negotiating.

ARTICLE III - MANAGEMENT RIGHTS

- 1.0 It is understood and agreed that the District retains all of its powers 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 staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation: determine the curriculum; build, move, and/or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue, and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any emergency matter.
- 2.0 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the laws of the State of California.
- 3.0 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.
- 4.0 The Board of Trustees retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

ARTICLE IV - ORGANIZATION RIGHTS

- 1.0 The Association and its members shall have the right to make use of school equipment, buildings, and facilities at all reasonable hours.
- 2.0 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 teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers.
- 3.0 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.
- 4.0 The Board shall place on the agenda of each regular Board meeting as the first (1st) item for consideration under "new business" any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office four (4) business days prior to said meeting (i.e., if the meeting is scheduled on 5 p.m. on Wednesday, the Association must provide the notice herein by the previous Thursday at 5 p.m.).
- 5.0 The Association shall reimburse the District for the actual cost of materials and supplies.
- 6.0 The District shall provide a copy of the current contract agreement to all new certificated employees within ten (10) days of their hire date.
- 7.0 Within ten (10) days of hire, certificated employees will complete a form which specifies whether they will opt to become a member of The Geyserville Teachers' Association.
- 8.0 For each new hire, the District will provide the name, home address, personal email address, and home and cellular telephone numbers, on file with the District, to the GTA President, within 30 days of the date of hire or by the first pay period of the month following hire.
- 9.0 The GTA President or designee shall have the last 30 minutes on the first early release Wednesday of the school year to meet with new unit members. If a new unit member is hired during the school year, the GTA President shall have the last 30 minutes on the early release Wednesday following the employee's first day, to meet with the employee.
- 10.0 The District shall not discourage any employee from joining or participating in GTA/CTA/NEA.

ARTICLE V - UNIT DUES AND PAYROLL DEDUCTIONS

1.0 Each unit member may choose to become a dues paying member of GTA/CTA/NEA.

2.0 Dues Paying Members

Teachers choosing to become dues paying members of GTA/CTA/NEA shall receive all rights and privileges afforded them through GTA/CTA/NEA. This includes, but is not limited to, full representation and fee payment for any grievance or arbitration incurred while employed as a member. Moreover, they shall become full voting members in the local organization.

3.0 Any unit member who has chosen to become a dues paying member of GTA/CTA/NEA, may sign and deliver to their GTA/CTA/NEA representative an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. The Association shall be responsible for maintaining these individual employee authorizations and for processing employee requests to cancel or change these authorizations. The Association shall inform the District which employees have authorized deductions. Pursuant to such authorization information provided by the Association, the Board shall deduct monthly dues from the regular salary check of the unit member each month. The District will begin deducting dues from employee paychecks beginning the payroll following receipt of the authorization information from the Association. The monthly dues amount to be deducted from employee paychecks shall be determined by the Association and shall be communicated to the District. The Board shall rely on information provided by GTA/CTA/NEA regarding whether deductions for GTA/CTA/NEA were properly canceled or changed, and GTA/CTA/NEA shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

4.0 With respect to all sums deducted by the District pursuant to Section 3.0, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

5.0 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6.0 The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from the operation of this Article. CTA agrees to pay the attorney's fee and pay all legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Agreement or their implementation.

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

8.0 Upon appropriate written authorization from the unit member, as provided by GTA/CTA/NEA, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonus, currently approved charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VI - DISCIPLINARY ACTION

1.0 Purpose

- A. The purpose of this Article is to provide a corrective and remedial sequence of steps as a means of disciplining certified employees if the need arises. It is the intent of the parties that the due process rights of employees shall be strictly adhered to in the course of its use, and also that the District is able to fulfill its responsibilities to the reporting party under applicable state and federal antidiscrimination law. It is furthermore agreed that an open, respectful and fair approach by both parties in implementing this Article shall be the standard.
- B. No unit member shall be disciplined without just cause, due process, and utilization of the principles of progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably require immediate action by the District.
- C. Formal Complaints:
 - 1. When an adult makes a complaint about a unit member the adult shall submit the complaint in writing and provide sufficient information to enable the unit member to respond to the complaint.
 - 2. The unit member may respond to the complaint.
 - 3. Any investigation by the District as a result of the complaint shall be fair and objective.
 - 4. Rules, orders, and penalties shall be applied fairly and equitably.

2.0 Definitions

- A. *Discipline*, for purposes of this article shall mean oral or written reprimands and/or suspensions without pay. The provisions set forth below shall not preclude the District from suspending a unit member without pay if such provisions exist within the Education Code Sections under which the unit member is charged.
- B. *Day*, for purposes of this article, shall be any day when the unit member is required to be in attendance at their worksite.

3.0 Causes for Disciplinary Action

Unit members may be disciplined for those causes set forth in Education Code section 44932.

4.0 Disciplinary Actions

When a unit member is to be disciplined, oral reprimands will generally precede written reprimands and written reprimands will generally precede suspension without pay. No unit member shall receive more than one (1) penalty for any single action or infraction. However, the District shall not be precluded from considering previous infractions in determining penalties.

A. Verbal Warning

1. On the occasion of the alleged infraction, a conference shall be held with the immediate supervisor to hear the unit member. Prior to the conference, the unit member shall be advised of the purpose of the conference and their right to GTA representation.
2. If it is determined that an infraction did occur, and if appropriate, a specified verbal warning shall be given to the unit member.
3. At the request of the employee or immediate supervisor, a conference shall be held following the action to attempt to resolve and remediate the alleged misconduct.
4. If the offense is of sufficient magnitude, in the judgment of the immediate supervisor, all of step A may be omitted and the immediate supervisor may proceed to B.

B. Written Reprimands

1. A conference shall be held with the immediate supervisor prior to any disciplinary action to hear the unit member. Prior to the conference, the unit member shall be advised of the purpose of the conference and their right to GTA representation.
2. If it is determined that an Infraction did occur a written reprimand shall be given to the unit member. A copy of the written confirmation shall be given to the Association if requested by the unit member and a copy of the written reprimand shall be placed in the employee's personnel file.
3. At the request of the employee or immediate supervisor, a conference shall be held following the reprimand to attempt to resolve or remediate the alleged misconduct.
4. When required by the education code or when acting consistent with the principle of just cause, all of step B may be omitted and the immediate supervisor may proceed to step C.

C. Suspension without Pay

1. When a unit member is to be suspended without pay, specific written

charges shall be prepared by the Superintendent or their designee. Such charges shall state the specific facts and/or instances underlying those charges. The charges shall be incorporated in a notice of the intent to take disciplinary action.

2. The written statement of charges shall also include notice of the recommended discipline.
3. The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.

Any such suspension shall be based upon verified information.

4. The written notice of charges shall also offer the unit member an opportunity to meet with the superintendent or their designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by an Association representative at all stages of the procedure, including the meeting with the superintendent or their designee.
5. Included in the written notice of charges, the unit member shall be informed of their right to a hearing to appeal such charges. The unit member shall have fifteen (15) school days (from the date of personal service or postmark if the notice is certified mail), in which to request, in writing, a hearing. Such request for a hearing must be received by the superintendent or their designee within the fifteen (15) day period. A card shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing before an arbitrator.
6. If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the superintendent shall be final and shall be implemented at the direction of the superintendent.
7. The District shall notify the unit member of their right to GTA representation.
8. A copy of any documents and other materials upon which charges are based or specific reference to these items and where they are available shall be made available for the unit member's review.
9. Suspension without pay under this procedure shall not exceed fifteen (15) days, unless required by law.
10. Suspension shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. No suspension shall exceed fifteen (15) days in duration, unless required by law, and no suspension period shall be carried over from one school year to the next, unless such action

could not reasonably be carried out within the last two weeks of the school year or unless the final decision took place during summer vacation.

11. Any suspension of a unit member shall be with pay pending final disposition of the case.
12. All three types of disciplinary action (4.0) including timelines, notices, and conferences shall be waived in circumstances where the District believes that the employee's conduct may constitute a hazard or a clear possibility of a hazard to students, other employees or property, or involves dishonest or gross misconduct. However, in such circumstances, the requirements of documented specificity of charges shall not change nor prohibit the opportunity for appeal in the case of suspension.

5.0 Appeal of Suspension with Pay for Hearing

- A. Upon timely request for a hearing of proposed suspension without pay by the unit member, the District shall immediately request a list of arbitrators from the State Conciliation and Mediation Service. The person who shall conduct the hearing shall be selected by alternately striking names from the list supplied by the Service. The order of striking will be determined by mutual agreement between the superintendent and the unit member or their designees or by the flip of a coin.
- B. Such hearing should be held within thirty (30) calendar days of the request for a hearing unless the parties agree otherwise. The State Conciliation and Mediation Service shall be informed of this time line.
- C. The decision of the arbitrator shall be in writing and shall be final and binding on all parties.
- D. All issues and defenses regarding the charges, penalty, and procedure must be raised before the hearing officer at the hearing.
- E. The costs for such arbitrator, if any, shall be equally divided between the parties.
- F. The arbitrator shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- G. Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representatives.
- H. Such a hearing shall be closed and not be open to the public, unless so

requested by the unit member.

- I. An electronic or stenographic record shall be made of the hearing. Any cost associated shall be split between the parties. Each party shall pay for its own physical transcript if such is requested.
- J. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

ARTICLE VII - HOURS

- 1.0 The length of the teacher work day, including preparation time, lunch relief periods and time required before and after school, shall not exceed seven and one-half (7 ½) hours.
- 2.0 Teachers shall be present in their classrooms, available to students ten (10) minutes prior to the class beginning time.
 - A. The District shall make a good faith effort to maintain the current practice of providing a mid-morning relief period for teachers. First priority shall continue to be the District's supervision needs for students during recesses.
- 3.0 Teachers shall be entitled to one (1) duty-free, uninterrupted lunch period of thirty (30) consecutive minutes and are allowed to leave the school grounds during that period. With the administrator's permission, or their designee, and for good cause, teachers may leave school grounds during their preparation period.
- 4.0 Secondary teachers shall have five (5) unassigned periods per week set aside for preparation, planning, and other school-related matters. Elementary teachers shall have their preparation and planning period at the end of their classroom assignment so long as their assigned classroom and preparation time does not exceed that of the secondary teachers. Effective 1984-85 the student day shall be extended by the District pursuant to the Education Code 46201(3) 1983.

K-3	50,000 minutes (280 minutes per day)
4-8	54,000 minutes (300 minutes per day)
9-12	64,000 minutes (360 minutes per day)

- 5.0 Coverage of a middle or high school class during a teacher's preparation period shall entitle the unit member to the equivalent number of minutes toward compensatory time.
- 6.0 The District and Association recognize that common planning time is educationally advantageous to the students of the District.

One common planning period per month shall be dedicated to networking activities. This time will not be assigned by the administrator, but unit members must use this time to communicate with one another about student, curriculum, program and other instructional concerns. Unit members shall remain on District property during this time, unless advance permission to leave campus has been granted by a supervisor. It is not a preparation period.

Either party may ask to reopen this article at any time during the term of this agreement.

- 7.0 All other common planning periods may be scheduled by the District including up to two (2) times per month for faculty meetings and it is the intent to keep the meetings no longer than one (1) hour each. Additionally, when necessary the principal may call occasional emergency staff meetings with unit members for communication purposes.

The principal shall post an agenda for faculty meetings the day of the meeting and shall also permit unit members to place items on the agenda.

ARTICLE VIII - PAID AND NON-PAID EXTRA-CURRICULAR DUTIES

1.0 Non-Paid Extra-Curricular Duties

- A. The following specific extra-curricular duties and non-teaching activities shall be distributed equally among the appropriate staff: Student athletic events, student dances, and class and school activities as per the duty roster. The Parties agree to meet and confer during the 2022-2023 school year to define what constitutes “extra-curricular duties.”
- B. Teachers shall be given the opportunity to choose from a list of required extra-curricular duties at the beginning of each school year and the beginning of the second semester, if necessary.
- C. Every effort will be made to ensure that no teacher is assigned to more than twenty (20) hours of non-paid extra-curricular duties per year.
- D. All teachers are expected to be present for Open House, Back to School Night/Presentation Night, and their site’s promotion or graduation and are not counted towards any required extra-curricular duty hours.

2.0 Paid Extra-Curricular Duties

- A. Paid extra-curricular duties are teacher assignments agreed upon by the teacher and approved by the Board or its designee which involve non-classroom Student activities approved by the Board.
- B. Teachers performing such duties shall be compensated according to Appendix A.
- C. Pay for paid extra-curricular duties shall be given at the end of the activity.
- D. In the event that an activity listed under the extra-curricular pay schedule is canceled during the period of the activity, the pay shall be proportional to the amount of time for the activity compared to the normal length of time of the regular activity.
- E. In the event the activity is canceled before it starts, no pay shall accrue to coach, director, or supervisor.
- F. The District shall develop job descriptions in consultation with the Association.
- G. The extra duty hourly rate for activities such as curriculum development, home teaching, driver training, translation, and such other assignments as determined by the District shall be \$45.00.

3.0 Voluntary Inservice

The purpose of voluntary staff development workshops shall be to provide professional growth opportunities for unit members outside the hours of the regular teaching day. District approved voluntary inservices held outside of the regular teaching day shall be compensated at the extra duty hourly rate.

- A. Skills and concepts presented in voluntary workshops shall not provide the basis for certificated employee evaluation.

4.0 Required Inservice

- A. Required inservice shall be held during the regular work day.

ARTICLE IX - GRIEVANCE

1.0 Definition

A “grievance” is a claim by the Association, or by one or more teachers, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

A. Action to challenge or change the policies of the District, as set forth in the rules and regulations or administrative regulations and procedures shall be undertaken through a separate process.

A “grievant” may be any teacher, group of teachers, or the Association covered by the terms of this Agreement.

A “day” is any day in which the central administrative office of the Geyserville Unified School District is open for business.

The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

2.0 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Nothing contained herein will be construed as limiting the right of any teacher having a grievance, as defined above, to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

3.0 Time Limits

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

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

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

4.0 Procedure

Informal Level

Before filing a formal written grievance at Level I, and within thirty (30) days of when the unit member knew of the occurrence or omission giving rise to the grievance, the unit member shall attempt to resolve the dispute through informal conferences with their immediate supervisor, or with the superintendent if the matter does not concern the immediate supervisor.

Both the administrator and the employee will make every effort to resolve the dispute quickly at the informal level, and multiple informal conferences may be requested and held. Within fifteen (15) days of each informal conference, one of the parties must request a subsequent conference; otherwise, the dispute shall be considered resolved.

However, if a grievance is on-going in nature (e.g. an unresolved pay dispute, a continuing working condition or an hours dispute) or if there is a time lapse between the act or omission giving rise to the grievance and the employee's or Association's awareness of it, then more informal conferences may be scheduled.

If either party is not satisfied with the progress or resolution of the dispute during the informal level, after at least one meeting has been held, they may request written Termination of Informal Level Discussions (page 1 of "Grievance Report Form"). Once this form is signed, the grievant has 15 days to File a Formal Grievance (pages 2 and 3 or page 4 of the "Grievance Report Form") or the matter shall be considered resolved.

From this point forward, the "Grievance Report Form" and its disposition at each level shall, constitute a written record of the grievance and its progress towards resolution.

Copies of the "Grievance Report Form" shall be distributed to the District, the Association and the grievant at each step of the grievance process. Appendix B.

Formal Level

A. *Level I* Filing a Grievance with Immediate Supervisor

After exhausting the Informal Level, and within fifteen (15) days after signing the Termination of Informal Level Discussions, the grievant shall present their grievance in writing on the "Grievance Report Form" to their immediate supervisor if the dispute has involved them. Otherwise, it shall be submitted to the superintendent. The written statement shall identify which section of the Contract Agreement has been allegedly violated and shall present a clear, concise account of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

(If the dispute has not involved the immediate supervisor up to this point, the grievant may proceed directly to Level II after exhausting the Informal Level.)

The administrator shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance. The administrator shall provide a written disposition of the grievance, including the reasons therefore, to the grievant and/or Association within ten (10) days of receipt of the grievance.

If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above limits either party may request a personal conference.

In the event the grievant is not satisfied with the decision rendered at Level 1, they may appeal the decision to Level II by submitting the "Grievance Report Form" (pages 1-3) to the Superintendent within ten (10) days.

B. *Level II* Appeal to the Superintendent

The Superintendent or their designee shall meet with the aggrieved party and/or designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to the grievant and/or Association within ten (10) days of receipt of the appeal.

If the Superintendent does not respond within the time limits, the grievant may appeal to the next level. Within the above limits either party may request a personal conference.

In the event the grievant and/or Association is not satisfied with the decision at Level II, they may appeal the decision within ten (10) days to Level III by:

1. Contacting the State Conciliation Services through the bargaining representative (CTA) and
2. Giving the Superintendent written notice of intent to proceed to mediation. Such written notice shall be done on the "Grievance Report Form" (Page 4).

C. *Level III* Mediation

1. The mediator will have the authority to suggest possible resolutions of the grievance and shall make every effort to complete the mediation effort within two meetings.
2. The mediator will have no power to add to, subtract from, or modify the written terms of this agreement or the policies, rules, regulations or procedures of the District.

3. If mutual agreement is reached through mediation, that agreement will be reduced to writing, and signed by both parties on the "Grievance Report Form."
4. If no agreement between the grievant and the District is reached through mediation, the grievant may, within ten (10) days of the completion of mediation and with the written approval of the Association, proceed to Level IV by giving the Superintendent written notice of intent to proceed to arbitration. Such written notice shall be done on the "Grievance Report Form" (page 5).

D. *Level IV* Arbitration

Within ten (10) days of receipt of the above written notice, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association.

If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance.

The arbitrator shall be selected by the American Arbitration Association whose voluntary rules will govern the selection and the proceeding.

In notifying the AAA it shall be stated in writing that the list of arbitrators must include individuals with experience in public schools.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. Final disposition of the grievance shall be written on or attached to the "Grievance Report Form" and signed off by representatives of the District and the Association.

The arbitrator shall have no power to add to, subtract from, or modify the written terms of this agreement or the Policies, rules, regulation, or procedures of the District.

The fees and expenses of the arbitrators shall be shared equally by the District and the Association. Any other fees or expenses shall be borne by the party incurring them.

The decision of the arbitrator shall be final and binding.

ARTICLE X - LEAVES

1.0 General Leaves

All Education Code sections on "Leaves" shall be incorporated into and remain an integral part of this Agreement for its duration.

2.0 Jury Leave

- A. The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- B. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court.
- C. The District shall pay the employee the difference, if any between the employee's regular rate of pay and the amount received for jury duty less meals, travel, and parking allowances.
- D. Employees are required to return to work during any day, or portion thereof in which jury duty services are not required. This requirement may be waived with approval of the site administrator. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

3.0 Personal Leave

- A. A teacher can designate as a personal day two (2) days per school year from their accumulated sick leave. Neither a reason for the day nor proof of its use shall be required, except that in no case shall an employee use a personal leave day for work stoppage or slowdown or any other concerted activity.
- B. The date must be requested in accordance with regular procedures for being absent. The teacher shall check with the administration prior to the use of the personal leave day to ascertain that no unique or special activity is planned which the teacher should not miss.

4.0 Personal Necessity Leave

- A. Each teacher shall be entitled to use six (6) days of accumulated personal illness and injury leave during school year in case of personal necessity.
- B. Teachers shall adhere to district-adopted rules and regulations that prescribe the manner of proof of personal necessity for purposes of this section.

- C. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - 1. Death or serious illness of a member of their immediate family.
 - 2. Accident, involving their person or property or a member of their immediate family.
- D. Prior approval for Personal Necessity Leave shall be granted for any personal business or activity of such nature that the employee could not reasonably be expected to attend to it outside of regular working hours.

5.0 Personal Illness and Injury Leave (Sick Leave)

- A. Each full-time teacher shall be entitled to ten (10) days leave with full pay during each school year for reasons of personal illness or injury.
- B. Each part-time certificated employee shall be entitled to an appropriate percentage of illness and injury leave days, prorated upon the entitlement of a full-time employee.
- C. All unused personal illness and injury leave shall accrue from school year to school year.
- D. By October 15 of each school year, the District shall provide each teacher with a written statement summarizing the teacher's accrued personal illness and injury leave entitlement for the current school year.
- E. A unit member who is absent for one-half day or less shall have one-half day deducted from the accumulated illness and jury leave. If the absence exceeds more than one-half day, one (1) full day shall be deducted from the accumulated leave.
- F. Arranging for a substitute teacher is an administrative responsibility.

6.0 Extended Illness Leave (Differential Leave)

- A. In the event that a certified employee has exhausted all accumulated personal illness and injury leave, and continues to be absent from their duties on account of illness or accident for an additional period of five (5) school months, the amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute to fill the position during the leave, or if no substitute is employed, the amount which would have been to a substitute.
- B. No unit member will receive both regular and differential pay.

7.0 Bereavement Leave

- A. Each certificated employee shall be entitled to three (3) days paid leave of absence, or (five) 5 days if out-of-state travel is required, on account of the death of any member of their immediate family. This leave shall not be deducted from personal illness and injury leave.
- B. Members of the immediate family shall be defined as mother, father, step-mother, step-father, foster parent, grandmother, grandfather, step-child, foster child, or grandchild of the unit member or of the spouse son, son-in-law of the unit member, or any relative living in the immediate household of the unit member.

8.0 Pregnancy Disability Leave (Unpaid)

- A. Pregnancy Disability Leave shall be granted to any probationary or permanent certified employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom or a related medical condition.
- B. The length of the pregnancy disability leave, including the date on which the leave shall commence and the projected date on which the employee shall resume duties, shall be determined by the employee and the employee's health care provider.
- C. 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 the health plan and personal illness/injury provisions available in connection with employment by this school district.
- D.
 - 1. The employee shall notify the District office of their intent to utilize maternity leave no later than ninety (90) days prior to the tentative date on which the leave is to begin.
 - 2. Within thirty (30) days of the beginning of maternity leave, the unit member shall notify the district office of the specific date they intend to begin the leave.
 - 3. The employee is eligible for Pregnancy Disability Leave for only the length of time their health care provider certifies in writing that they are disabled due to pregnancy, childbirth, or a related medical condition.
 - 4. The unit member shall, upon request, submit a statement from their health care provider certifying that they are medically qualified to resume assigned duties and responsibilities.

9.0 Child Rearing Leave

- A. The Board may, upon written request, provide a unit member who is a natural or adopting parent an unpaid leave of absence for purpose of rearing their child.
- B. The length of such leave shall be determined by the employee and by the Board, and shall not exceed a period of one (1) year. This leave of absence will be without pay.
- C. The unit member shall make such application for leave in this section, at least sixty (60) days prior to such planned leave.

10.0 Parental/Child Bonding Leave

- A. Unit members may be granted a leave for parental/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival via adoption or foster placement. Leave in this section and sick leave are separate and distinct.
- B. The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- C. Eligible unit members may request and be approved for up to twelve (12) work weeks of leave for child bonding. During this approved leave the unit member must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the unit member will receive the difference between their regular salary and the substitute's salary, or the salary a substitute would have received. No unit member will receive both regular and differential pay. The employee shall continue to receive health and welfare benefits.
- D. If both parents are employees of the district, both shall be entitled to this leave up to a cumulative 12 weeks unless the law requires more.
- E. Following the 12 work week period of parental/child bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid leave in accordance with the other provisions of Article X.

11.0 Compensatory Time

- A. Teachers who are asked by the administration to "cover" another teacher's class(es) earn compensatory time on a one-to-one basis. For each class length period of service, the teacher shall receive compensatory time in an equal amount. Such compensatory time may be limited by the availability of a substitute and

shall be taken in half-day or whole-day segments. Unit members must submit any compensatory time earned on a monthly basis to the Administration using the appropriate Form.

- B. Compensatory time shall not be cumulative from school year to school year, and any compensatory time earned but not used at the end of each school year shall be paid out to the unit member. Unit members will automatically carry over up to seven (7) hours from the previous year; if unit members want to be paid out for all accrued compensatory time, unit members must submit a request in writing to the Business Office the last work day in May.

12.0 Other Leaves Of Absence

- A. Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation may be granted for a period of up to one (1) school year for care of a member of the immediate family who is ill, for a long term illness of a unit member, or for professional study/travel.
- B. Application for such leaves of absence shall be made in writing prior to April 15 of the year preceding the leave.
 - 1. A unit member may revoke any request made for a leave of absence up to the point where the District reliance on the application for leave would work to the District's detriment.
 - 2. A unit member on leave shall notify the Superintendent by March of the school year of their intent to return to employment in the District.

13.0 Catastrophic Leave

- A. Definition: Catastrophic leave is paid leave of absence due to verifiable illness or injury to the unit member or to the unit member's family (spouse, child, parent, or partner). This leave is applied after exhaustion of sick leave and prior to application of Extended Illness Leave.
- B. Catastrophic Leave Bank: Catastrophic leave taken by a unit member shall be counted against a bank of days donated anonymously by other members by October 1 of each school year. Any unit member making a donation must have at least 10 days of accrued sick leave remaining after any donation. Donations shall be in increments of whole days. Participation is voluntary, but only contributors will be permitted to withdraw from the bank.

If the balance of days in the Catastrophic Leave Bank falls below ten (10) days, the Association will solicit additional days as needed.
- C. Eligibility to Utilize the Bank: A unit member who has worked for the District for a minimum of one year and is a member of the bank may apply for coverage

at the time of the illness or injury. A unit member must exhaust all accrued sick leave before qualifying for catastrophic leave. A unit member must deposit a minimum of one (1) day of sick leave to participate in the bank.

- D. Procedure for Utilizing the Bank: The unit member shall notify the Superintendent in writing of the catastrophic illness or injury. The Superintendent and two (2) designated Association representatives shall verify that the unit member/family member has suffered a catastrophic illness or injury and that the unit member is eligible to receive sick leave transferred from the Bank.

The unit member shall request a specific number of days of catastrophic leave. Once this leave is exhausted, the unit member may reapply and request additional days. A denial of catastrophic leave can be appealed to the Geyserville Teachers Association.

- E. Unused donated days shall not be credited back to the unit member making the donation, and the unused days shall remain in the Catastrophic Leave Bank for future use.
- F. Two (2) Association representatives and the Superintendent/designee shall administer the Catastrophic Leave Bank to determine eligibility of a member to receive donated days and to ensure that all donations are confidential.
- G. Unit members may not use the Catastrophic Leave Bank if Workers Compensation leave or STRS disability benefits are granted. If either Workers Compensation leave or STRS disability benefits are later awarded, the employee shall reimburse the Catastrophic Leave Bank.

14.0 Miscellaneous

- A. Upon returning from an authorized leave of absence, a unit member shall be entitled to return to the teaching assignment held immediately prior to the commencement of the leave, or if not available, an equivalent position within their field of competency.
- B. During an authorized unpaid leave of absence, the unit member may elect to continue medical, dental insurance and other district-provided benefits at their expense.
- C. A unit member returning from an authorized leave of absence shall be placed on the salary schedule at the same position held at the commencement of the leave with the following exceptions:
 - 1. The unit member shall be eligible for a salary schedule increment step if they were employed by the district for 75% of the days of the scheduled school work year.

2. Credit for District-authorized coursework completed by the unit member during the leave of absence shall be applied to the salary schedule in the manner prescribed in the Article XVI Salary.

15.0 Family Medical Leave Act

The provisions of the Family Medical Leave Act and the State counterpart are available to eligible unit members in accordance with these laws. Pursuant to these laws, unit members may be eligible for a 12-week leave without pay but with health benefits either because of their own serious health condition or that of an eligible family member. Additional information is available from the District Office.

ARTICLE XI - TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, AND CLASSROOM CHANGES

1.0 Definitions

- A. A "transfer" is a change in assignment from one school in the District to the other school. The Association agrees that the Superintendent is authorized under Education Code Section 35035(c) to, subject to approval by the Board, make assignments of an employees to vacant positions based upon the needs of the District.
- B. A "reassignment" is the movement of one unit member from one grade level or department to another grade level or department.
- C. "Voluntary transfers" and "voluntary reassignments" are requested by individual members in writing, and/or application, whereas "involuntary transfers" and "involuntary reassignments" are given in writing by District administrators.
- D. A "vacancy" is any position that does not have a unit member assigned to it. This includes any vacated or newly created position, including positions created by transfers, increased enrollment, program changes and expansion, reconfiguration, restructuring, or by persons going on leave for a whole school year, but not less than a whole school year.

2.0 Vacancies and Assignments

The District and Association strongly agree that all vacancies shall be filled with the best possible personnel available.

- A. The District shall deliver to each unit member and post in each school building position announcements for all vacancies and new positions which occur during the school year. Each position announcement shall contain the following:
 - 1. A closing date which is a least ten (10) working days following the posting date.
 - 2. A job description.
 - 3. Credentials and qualifications necessary to meet the requirements of each position.
- B. By March 1st each year, the District will survey the unit members in order to plan for the subsequent school year. The survey shall ask each unit member about:
 - plans to return
 - planned leaves
 - grade level, subject and configuration preferences

- whether or not they would like to be contacted during, the summer regarding vacancies
- C. By March 15 of each year the District will distribute to each member, and post at each site, a list of tentative assignments, reassignments, and prospective vacancies for the following school year. The District shall attempt to fill prospective vacancies for the following school year in-house before advertising to the general public. Unit members may apply for transfer to the prospective vacancies by April 1st.
- D. If no interest is shown by April 1st, or if all in-house teachers have been turned down after receiving full and fair consideration, then the position may be filled through involuntary transfer or by advertising to and hiring from the general public.
- E. Except between March 15th and April 1st, the District may advertise vacancies to the general public and to in-house teachers; concurrently
- F. All in-house applicants who have the necessary credentials and qualifications shall be granted an interview upon submitting an application for filling a vacancy, any time during the year.
- G. When vacancies are announced after the last day of instruction the District shall mail and email a position announcement to each unit member's current mailing address and District email address on file with the District provided the teacher has specifically requested to be contacted during the summer. Teachers shall have ten (10) days to respond after receiving the position announcement.
- H. If the tentative assignments are changed during the summer, unit members who are affected shall be notified as soon as possible by mail addressed to the members' current mailing addresses on file with the District.
- I. No permanent assignment to fill a vacancy shall be made until after the closing date of the position announcement.

3.0 Voluntary Transfers and Voluntary Reassignments

- A. After receiving any position announcements during the school year or at the end of each school year regarding the following year, members may in writing, submit a request for transfer or reassignment through their building principal to the superintendent for consideration and review by administrative personnel. The written request shall include a statement of reasons for the request and indicate the position desired.
- B. All employee initiated applications shall be considered on the basis of credential, training, experience, ability, and seniority. When all other factors are perceived

equal, or if, in fact, more than one applicant is qualified for the vacancy, seniority shall be a principal factor in making the final decision.

- C. If a request for voluntary transfer or voluntary reassignment to a vacant position is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. The District shall, upon the request of the unit member, deliver in writing the reasons that the unit member was not granted the requested position.
- D. If a member whose request was denied is still not satisfied with the reasons given by the District, then the member shall be entitled to a hearing by a committee comprised of two administrators (or their designees) and two teachers whose assignments would not be affected by the transfer or reassignment in question. This committee will submit a recommendation to the District Superintendent reflecting the opinion of the majority, or of each member if the opinions are evenly split. The superintendent shall have final say over the matter, keeping within the guidelines of this contract.

4.0 Involuntary Transfers and Involuntary Reassignments.

- A. Involuntary transfers, involuntary reassignments, and involuntary classroom moves shall not be punitive or disciplinary in nature.
- B. No unit member shall be involuntarily transferred and/or involuntarily reassigned more than once in three (3) years.
- C. Any unit member who is transferred involuntarily shall be paid for ten (10) hours at the hourly rate under the Paid Extra-Curricular Duties Rate. The District shall provide adequate release time during the school year to effect the move.
- D. An involuntarily transferred teacher shall have priority status, even over senior members, to regain their former assignment should the position become vacant again.
- E. An involuntary transfer or reassignment shall be made by the District principal or their designee on the basis of credential, training, experience, ability, seniority, and program needs and requirements. When all factors are perceived equal, or if more than one member is considered a good choice to transfer, then seniority shall be the determining factor in making the final decision. The teacher with the least district-wide seniority shall be selected to fill the vacancy.
- F. If a member who is transferred or reassigned involuntarily feels that they should not be moved, then they shall have a right to a committee hearing, identical in function and procedure to the one described above in 3.0.D.

5.0 Facilitating the Change

- A. Any unit member being transferred or reassigned shall receive an additional allowance for classroom supplies.
- B. Any teacher who is transferred or reassigned shall be given training appropriate for the new assignment, if requested and if deemed necessary by the District.

6.0 Classroom Moves

Any unit member who is requested by the District to move classroom locations unrelated to a reassignment or involuntary transfer and agrees, or who is directed by the District to change classrooms, shall receive ten (10) hours of pay at the hourly rate under the Paid Extra-Curricular Duties Rate. The District shall provide access to the member's new classroom as early as reasonably possible and at least three (3) days before the start of the new school year. If the District is unable to provide access to the new classroom, the Superintendent or designee shall meet with the Association President or designee to discuss solutions.

ARTICLE XII - LAYOFF

- 1.0 A layoff, for purposes of this article shall be the involuntary separation from active service of a probationary or permanent certified employee due to ADA reduction, program reduction, or lack of funds, as set forth in the Education Code.
- 2.0 Layoffs of certificated personnel shall be made in accordance with the statutory requirements of Education Code, except as amended by this article.
- 3.0 Criteria for Determining Layoffs
 - A. Layoffs shall be made on a district-wide basis in inverse order of seniority, in accordance with the applicable sections of the Education Code.
 - B. Seniority is determined by the unit member's initial date of probationary service in the bargaining unit with the following provisions:
 1. For those unit members with the same initial date of service in the district, the District shall be responsible for developing criteria which meets the educational needs of the district and the students thereof. Such criteria may include the unit member's area of credential, major and minor fields of study, and prior teaching experience.
 2. In calculating a unit member's seniority, each year's credit for service as a temporary or long-term substitute employee immediately prior to employment in a probationary position shall be counted pursuant to Education Code provisions. For service to be counted, the employee shall have been employed at least 75% of the number of days the regular schools of the District were maintained in that school year.
- 4.0 Procedure for Notification of Layoff
 - A. In the event that the Board decides to lay off unit members, the District shall issue notices of intent to affected employees on or before March 15 of the year the layoff is to take effect.
 - B. Employees to be laid off shall be notified by the procedures provided for such notice in the Education Code.
 - C. The notice shall contain the effective date of the layoff, displacement rights (if any) and re-employment rights.
 - D. Copies of layoff notices given to unit members shall be made available upon request to the Association.

5.0 Benefits for Laid Off Unit Members

- A. A unit member who is laid off shall be entitled, along with their dependents, to continue enrollment in any health and welfare plan offered by the District, provided such arrangement is permitted by and agreeable under such plans which are in force at the time of the employee's termination.

The District shall pay the necessary premiums for a period of one (1) month following the termination of the employee's services (the month of September). Thereafter, the unit member may choose to continue to pay the necessary premiums on a quarterly basis subject to requirements of the carrier.

- B. Unit members who are laid off may use up to five (5) paid personal necessity days in order to seek new employment opportunities.
- C. Unit members who are laid off and subsequently employed by the District as substitutes shall be called for such substitute duty on the basis of their seniority within the District at the time of layoff, the most senior being called first. Permanent unit members employed as substitutes during layoff shall be paid in accordance with Education Code Section 44956 and probationary unit members employed as substitutes during layoff shall be paid in accordance with Education Code Section 44957.

6.0 Re-Employment Rights

- A. Laid off unit members with permanent status shall have first priority for filling any vacancies which occur for up to 39 months following the effective date of their layoff, subject to the provisions of Education Code Section 44956, parts 1, 2, and 3. Laid off unit members with probationary status shall be entitled to reemployment rights for a period of 24 months, subject to the provisions of Ed. Code Section 44957.
- B. If such vacancies occur, then the District shall notify the most senior laid off unit member with a credential allowing them to teach the vacant subjects(s) or grade(s).
- C. The notice shall be by registered letter to the laid off unit member's current mailing address on file with the District.
- D. The laid off unit member shall notify the District of their acceptance or rejection of the position offered within ten (10) working days. In case of rejection, the unit member shall continue to remain on the recall list for one (1) year after such rejection before their name is removed from the recall list provided the year falls with the time period of (A) above. During this period, the unit member shall continue to receive position vacancy notices and shall retain all rights to reemployment contained in this section.

7.0 Miscellaneous

- A. The District shall provide the Association with a current seniority list by October 15 of each school year.
- B. The number of teachers laid off shall not exceed the number of certificated staff necessary to maintain the class size maximum established in Article XVI, Class Size.
- C. A permanent or probationary unit member who is laid off and is subsequently reemployed shall retain that seniority earned prior to the effective date of layoff.
- D. A unit member who elects separation in lieu of either "bumping" or assignment into a different grade or subject area shall maintain their reemployment rights as defined in this article.

ARTICLE XIII - EVALUATION PROCEDURE

1.0 Goals of Evaluation of Certified Personnel

- A. To improve quality of classroom instruction
- B. To improve and extend the teachers' performance of instructional skills.
- C. To provide lesson analysis and summative accomplishment of standards related to performance of personnel.
- D. To establish and maintain records of performance of personnel

2.0 Frequency of Evaluation

A. Permanent and Probationary Certificated Unit Members

Evaluation and assessment of the performance of each unit member shall be made on a continuing basis. A Formal Evaluation Summary shall be made once each school year for probationary unit members and once every other year for unit members with permanent status.

Any unit member who receives a Formal Evaluation Summary of "Needs Improvement" may receive an improvement plan (which may include additional informal observations or coaching) and may receive a Formal Evaluation Summary the following year, regardless of employment status.

Any unit member who receives a Formal Evaluation Summary of "Unsatisfactory" the prior year will receive a Formal Evaluation Summary once a year regardless of employment status.

B. Temporary Unit Members

A temporary unit member classified as temporary and working the entire school year shall be evaluated in accordance with the procedures, with the exception that they shall receive the Formal Evaluation Summary no later than thirty (30) calendar days prior to the last school day of their temporary contracts as defined by Education Code section 44663.

3.0 Areas of Evaluation

The District shall evaluate and assess certificated employee competency as it reasonably relates to:

- A. The progress of students toward the established standards
- B. Instructional techniques and strategies

- C. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the District, in accordance with this Agreement
 - D. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities
 - E. Adherence to curricular objectives
- 3.1 The evaluation and assessment of a unit member's competence pursuant to this Article shall not include the use of publishers' norms established by standardized tests
 - 3.2 It is agreed that the seven standards set forth in the evaluation forms which are based on the California Standards for the Teaching Profession address the 5 areas of evaluation. (See Appendix C)

4.0 Classroom Observations

The evaluator shall conduct regular classroom observation(s) regarding classroom performance for unit members who are classroom teachers. Each regular classroom observation shall be preceded by a pre-observation conference. The unit member shall complete the Pre-Observation form in advance of that meeting.

Within ten (10) work days after each regular classroom observation, the evaluator will hold a conference with the evaluatee in order to discuss the observation. The evaluatee shall bring their completed Post-Observation conference form to the meeting where it will be discussed. Within ten (10) work days of the conference, a copy of the Classroom Observation Form including the Pre and Post Conference Forms will be provided to the evaluatee.

If the evaluator notices any deficiency which might lead to an unsatisfactory Formal Summary Evaluation, the evaluator shall inform the unit member of the deficiency in writing. The evaluator shall make specific written recommendations for improvement and endeavor to assist in improving the evaluatee's performance. These conferences shall be conducted pursuant to the accepted standards of confidentiality on the part of the evaluatee and the evaluator.

5.0 Informal Observations

- 5.1 In addition to regular classroom observations, it is understood that administrators of the District may conduct informal/drop in visits to the classroom without the requirements of a regular classroom observation (including pre and post meetings.) If, as a result of these informal classroom visits, the administrator has a significant concern, the administrator shall notify the unit member in writing about the concern within ten (10) workdays of the event which give rise to the concern. The

administrator shall make specific written recommendations for improvement and shall endeavor to assist in improving the evaluatee's performance. The evaluatee shall have the right to attach a written response to the administrator's written observations.

6.0 Miscellaneous

- 6.1 Evaluators shall not include deficiencies in the Formal Summary Evaluation which have not been previously identified and discussed with the evaluatee. A minor deficiency noted during a classroom observation or an informal observation and subsequently corrected shall not be included in the Formal Summary Evaluation.
 - 6.2 The evaluatee shall inform the evaluator in writing of any circumstances beyond the evaluatee's control which they believe may affect their evaluation. Such notices shall be given to the evaluatee at the outset of the evaluation process, or as soon thereafter as the evaluatee becomes aware of such circumstances. The evaluator shall address such circumstances in the written evaluation.
 - 6.3 The parties agree that the content of observation and evaluation reports shall not be subject to the grievance process. However, the grievance process may be used to address alleged procedural violations as set forth in contract.
- 7.0 The Formal Evaluation Summary made pursuant to this Article shall be reduced to writing and a copy thereof shall be transmitted to the unit member thirty calendar (30) days prior to the last school day on the school calendar in which the evaluation takes place (per Education Code 44663). In instances where the evaluatee is to receive an overall unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference prior to the issuance of the Formal Evaluation Summary.
- 8.0 The evaluatee shall have the right to initiate a written reaction or response to the regular Classroom Observation report and/or the Formal Evaluation Summary and such response shall become a permanent attachment to the evaluatee's personnel file.
- 9.0 The District shall apply and implement the evaluation provisions contained herein in an equitable and reasonable fashion.
- 10.0 At the beginning of the school year, the evaluator shall have the right of suggesting areas of improvement in those specific areas listed in the current Formal Summary Evaluation form.
- 11.0 Forms for the Pre-Observation, Post-Observation, Classroom Observation, Formal Evaluation Summary, and the Evaluation Rubric based on the California Standards for the Teaching Profession are included in the Contract Appendix as Appendix C.

ARTICLE XIV - CLASS SIZE

1.0 Class size averages:

<u>Grades</u>	<u>Maximum</u>
TK	12:1 or consistent with education code, whichever is lower
K-3	20:1
4-6	28:1
7-12	168 daily contact load, excluding P.E.

2.0 It is the goal and intent of the parties that for grades 4-6 no individual class size will exceed the class size maximum by three (3) {28 to 31} after thirty days, and that for grades 7-12 no daily contact load will exceed the maximum by fifteen (15) {i.e., 168 to 183} after thirty days. Part-time positions will have class size maximums prorated. It shall be the responsibility of the administration to notify GTA when any class/load exceeds the maximum.

3.0 A joint District/Association Committee shall meet within twenty (20) working days from the first day that a class size average has been exceeded according to the above provisions, and recommend a solution for that classroom to the Board. The committee shall consider, but not be limited to, the following solutions: hiring a full or part-time teacher, granting additional instructional aide time to the affected classroom, providing additional preparation time to the affected teacher; or re-arranging and re-scheduling classes.

4.0 If a problem arises regarding class size in the Resource Specialist Program, the District and Association shall meet to discuss a solution.

ARTICLE XV - SALARY

- 1.0 Initial placement on the salary schedule shall reflect credit for previous teaching experience (while credentialed and in a recognized school) up to and including ten (10) years of experience and education.
- 2.0 Units earned for column change on the Salary Schedule are limited to a maximum of six (6) units per semester for full-time teachers, and a total of ten (10) units during the two semesters of the school year. Teachers may petition the Board to earn units for column changes on the salary schedule in excess of the above stated maximums. No more than four (4) units may be earned in a single course. Such courses shall be from an accredited college or university. Masters degrees for placement in Column V shall be earned in an accredited college or university.
- 3.0 Units which may be used for column change shall be earned in courses which are closely related to either the teacher's current or upcoming assignment or which are clearly related to general educational improvement. The school administrator shall approve, prior to their being earned, all courses to be used for column advancement.
- 4.0 The Master's Degree will be recognized by the payment of \$1,000.00 annually. This amount will be pro-rated monthly. Unit members working less than a 1.0 FTE shall receive the full Master's Degree stipend amount annually.
- 5.0 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 50% of the regularly scheduled work year.
- 6.0 Effective July 1, 2022, the salary schedule shall be increased by 10%.
- 7.0 Effective July 1, 2023, the salary schedule shall be increased by 8%.

ARTICLE XVI - BENEFITS

For the 2022-2023 school year, annual health and welfare district contributions shall remain status quo. Upon ratification of this agreement, all unit members shall receive a one-time off-schedule payment of \$750.00 for the purposes of off-setting costs of health benefits in the 2022-2023 school year.

1.0 The District will make available to all members of the bargaining unit and their dependents the health plans specified in 2.0.A. The selection of any plan is contingent upon its continued availability through each carrier.

A. A 125 Plan for premiums is available. The District will explore implementation of full flex plan.

2.0 District Benefit Plans

A. Current health plans are purchased through CVT. Available options and details about the plans are available in the District Office and on the District website.

B. The selected medical plans shall be reviewed by the Association and the District annually or as the need arises. All changes regarding health insurance carriers other than those listed above shall be negotiated.

C. The District will provide all members of the bargaining unit and their dependents with the following dental insurance plan. All unit members shall be required to participate.

Delta Dental Service #6748-0252

D. The District will provide all members of the bargaining unit working at least 20 hours a week with the following life insurance plan. All unit members shall be required to participate.

The Standard Life Decreasing Term Plan #5

E. Effective April 1, 1998 the District will provide all members of the bargaining unit and their dependents with the following vision plan. All unit members shall be required to participate.

Vision Service Plan #120196900001

3.0 Effective July 1, 2023, the annual District contribution for health, dental, life, and vision premiums shall be:

	2023-24
Employee only	\$9,000 (\$750/month)
Employee + 1	\$13,500 (\$1,125/month)
Employee + Family	\$16,020 (\$1,335/month)

- 3.1 For unit members hired before July 1, 2023, the cap applied to an individual employee will be determined strictly by the number of family members that employee would be eligible to cover, instead of the number actually covered. Unit members hired on or after July 1, 2023 shall be eligible for District contribution towards health, dental, and vision premiums based upon the level of health coverage the unit member elects.
- 4.0 For purposes of this Article in the event a certificated employee is part-time (defined at less than .80 F.T.E.), the District will pay a proportionate percentage of the cost of the benefits based on the salary of a full-time employee. Unless the part-time employee pays the difference between the District's contribution and the full cost of the health and welfare benefits, the District will not contribute.
- 5.0 The District shall provide these benefit coverages for all certificated staff for the duration of the contract.
- 6.0 The District may choose to enter into a county-wide Joint Powers Agreement for health insurance. The District shall negotiate any changes related to the JPA with the Association.
- 7.0 In reference to Article XVII, Benefits, a unit member who resides in an area which is outside of the service area of current providers, may request the District to reimburse the member up to the applicable cap amount of current providers for medical insurance. If the District approves the request, the unit member would be required to submit proof of enrollment in the alternate health plan, as well as proof of payment made to the plan.

ARTICLE XVII - NECESSARY EXPENSE REIMBURSEMENT

- 1.0 Teachers who use their personal cars at the request of the District, or who are required to attend in-service meetings at places other than their regular place of employment will be reimbursed at the I.R.S. rate per mile for excess mileage.

- 2.0 Teachers with required or assigned duties which include meal periods shall be reimbursed at the State of California rates based on submission of appropriate receipts. For meals as part of a conference (banquet, special meals, etc.) the amounts may be exceeded provided that appropriate receipts and a copy of the conference program are submitted to the District.

ARTICLE XVIII - TEACHER SAFETY

- 1.0 The District shall provide the teachers with safe working conditions of employment as required by the existing state and federal legislation.
- 2.0 Both parties agree that the responsibility for safe working conditions is that of the Board and responsibility for maintenance of safe procedures and practices is that of the employee.
- 3.0 The Board agrees to conduct regular fire drills and bus evacuation drills.
- 4.0 In the event that unsafe working conditions or working conditions which inhibit maintenance of safe procedures and practices are identified by an employee, such conditions shall be brought to the attention of the Board of Education in writing, through the Association, at regularly scheduled Board meetings.

ARTICLE XIX - CALENDAR

- 1.0 The work year for all teachers shall be 183 days, of which 180 will be instructional days.
- 2.0 In the event of an emergency causing the closing of the school beyond the number of days allocated for emergencies in the school calendar, the Board reserves the right to increase the school year to meet state requirements for pupil attendance for funding reimbursement.
 - A. Beginning in 2019-20, the Board will add two (2) instructional days to the calendar to make up for emergency school closure days. These days shall only be utilized if necessary to meet instructional minutes requirements or maintain ADA.
- 3.0 The distribution of holidays shall be as shown on the Geyserville Unified School District Instructional Calendar.
- 4.0 The teacher work calendar shall be subject to negotiations in each year of this agreement and will be attached as Appendix E.

ARTICLE XX - DURATION OF AND PROCEDURES FOR MODIFYING THIS AGREEMENT

- 1.0 This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025.
- 2.0 The Association will present to the District its initial proposals no later than February 1 of the prior school year. After receipt of the Association's initial proposals, the District will sunshine its initial proposals no later than the regular March meeting of the Board of Trustees.
- 3.0 The Association shall have the right to have no more than three representatives to meet and negotiate with representatives for the Board of Trustees. Release time shall be granted Association negotiators to prepare and negotiate. Negotiations shall take place at mutually agreeable times and places.
- 4.0 This and all other tentative agreements reached shall closed negotiations through 2023-2024. For 2024-2025, the parties may open Article XVI – Salary, Article XVII – Benefits, and up to two (2) additional articles each.

ARTICLE XXI - WAIVER

- 1.0 Any individual contract between the Board and an individual employee within the representational unit of this contract heretofore executed shall be subject to and made 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, then this Agreement, during its duration, shall be controlling.
- 2.0 This Agreement shall supercede 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.
- 3.0 During the term of this Agreement, the Association and the Board waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter (with the exception of the provision in Article XVI, Salary) whether referred to or covered in this Agreement or not, even though such 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 subject or matters were proposed and later withdrawn.
- 4.0 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.
- 5.0 A teacher's letter of resignation to the Board shall remain revocable until such time as the Board officially takes action on such notification.
- 6.0 Within thirty (30) days of ratification of the Agreement by both parties, copies of the contract will be dispersed to all members of the Bargaining Unit. Cost for reproduction of contract shall be shared equally by the parties.
- 7.0 "Teacher" refers to any employee who is included in the appropriate unit as defined in Article 11 and therefore covered by the terms and provisions of this Agreement.

ARTICLE XXII - SAVINGS

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

APPENDIX A: EXTRA-CURRICULAR SALARY SCHEDULE

In the event of a concurrent coaching assignment the rate of compensation will be 100% for both sports.

Position	Stipend Amount
Athletic Director	\$3,000
High School Varsity Coach	\$2,074
Middle School/Jr. Varsity Coach	\$1,244
GUSD Special Ed Coordinator	\$2,730
Technology Coordinator	\$1,820
WASC Coordinator	\$1,820
Teacher-in-Charge	\$1,500
School Site Safety Coordinator	\$750
Cheerleading	\$830
Drama Coach	\$1,037
Ballet Folklorico	\$1,244
Yearbook Advisor	\$1,244
GNTA Project Based Learning Coach	\$2,000
GNTA Dean of Students (for 2022-23 Only)	\$5,000

Extra duty hourly rate for Activities described in *Article VIII, 2.0* shall be \$45.00 per hour.

APPENDIX B: GRIEVANCE REPORT FORM

APPENDIX C: EVALUATION FORMS

APPENDIX D: SALARY SCHEDULE
 Geyserville Unified School District
 Certificated Salary Schedule

Geyserville Unified School District				
2022-23				
Certificated Salary Schedule				
Effective 7/1/2022			185 work days	
Range	II	III	IV	V
Step	BA + 30	BA +45	BA + 60	BA + 75/MA + 15
01	58,087.00	61,040.00	63,998.00	66,954.00
02	59,859.00	62,814.00	65,772.00	68,728.00
03	61,632.00	64,588.00	67,546.00	70,503.00
04	63,407.00	66,363.00	69,319.00	72,276.00
05	65,179.00	68,136.00	71,093.00	74,049.00
06	66,954.00	69,911.00	72,867.00	75,824.00
07	68,728.00	71,686.00	74,641.00	77,598.00
08	70,503.00	73,458.00	76,415.00	79,371.00
09	72,276.00	75,231.00	78,187.00	81,144.00
10	74,049.00	77,004.00	79,963.00	82,918.00
11	74,049.00	78,779.00	81,737.00	84,691.00
12	74,049.00	80,553.00	83,512.00	86,467.00
13		80,553.00	85,285.00	88,241.00
14		80,553.00	87,058.00	90,015.00
15		80,553.00	88,832.00	91,788.00
16		80,553.00	89,548.00	93,441.00
17		80,553.00	90,267.00	95,029.00
18		80,553.00	90,984.00	96,550.00
19		80,553.00	91,699.00	97,998.00
20		80,553.00	92,420.00	99,372.00
21		80,553.00	93,137.00	100,662.00
22		80,553.00	93,853.00	101,870.00
23		80,553.00	94,573.00	102,990.00
24		80,553.00	95,290.00	104,022.00
25				104,022.00
26				104,022.00
27				104,022.00
28				104,022.00
29				104,022.00
30				104,022.00

Board President Signature: _____

Certificated Hourly Rate \$45/Hr

Sub Rates: \$180 Full Day, \$95 Half Day, \$200 Long Term

Geyserville Unified School District

2023-24

Certificated Salary Schedule

Effective 7/1/2023

185 work days

Range	II	III	IV	V
Step	BA + 30	BA +45	BA + 60	BA + 75/MA + 15
01	62,734.00	65,923.00	69,118.00	72,310.00
02	64,648.00	67,839.00	71,034.00	74,226.00
03	66,563.00	69,755.00	72,950.00	76,143.00
04	68,480.00	71,672.00	74,865.00	78,058.00
05	70,393.00	73,587.00	76,780.00	79,973.00
06	72,310.00	75,504.00	78,696.00	81,890.00
07	74,226.00	77,421.00	80,612.00	83,806.00
08	76,143.00	79,335.00	82,528.00	85,721.00
09	78,058.00	81,249.00	84,442.00	87,636.00
10	79,973.00	83,164.00	86,360.00	89,551.00
11	79,973.00	85,081.00	88,276.00	91,466.00
12	79,973.00	86,997.00	90,193.00	93,384.00
13		86,997.00	92,108.00	95,300.00
14		86,997.00	94,023.00	97,216.00
15		86,997.00	95,939.00	99,131.00
16		86,997.00	96,712.00	100,916.00
17		86,997.00	97,488.00	102,631.00
18		86,997.00	98,263.00	104,274.00
19		86,997.00	99,035.00	105,838.00
20		86,997.00	99,814.00	107,322.00
21		86,997.00	100,588.00	108,715.00
22		86,997.00	101,361.00	110,020.00
23		86,997.00	102,139.00	111,229.00
24		86,997.00	102,913.00	112,344.00
25				112,344.00
26				112,344.00
27				112,344.00
28				112,344.00
29				112,344.00
30				112,344.00

Board President Signature: _____

Certificated Hourly Rate \$45/Hr

Sub Rates: \$180 Full Day, \$95 Half Day, \$200 Long Term

APPENDIX E: DISTRICT CALENDAR

GEYSERVILLE UNIFIED SCHOOL DISTRICT 2023-24 INSTRUCTIONAL CALENDAR

updated 4/12/2023

185 Workdays

YEAR	M	T	W	Th	F		Days of Instruction	Professional Development	Certificated & SY Workdays
JULY 2023	3	4	5	6	7		0	0	0
	10	11	12	13	14				
	17	18	19	20	21	Board of Trustee Meetings, unless otherwise noted, and except in July, are held on the 2nd Wednesday of the month.			
	24	25	26	27	28				
	31								
AUGUST		1	2	3	4	Aug. 7 Professional Development	16	3	19
	7	8	9	10	11	Aug. 8 CPR and Staff Training day			
	14	15	16	17	18	Aug 9 Teacher Workday			
	21	22	23	24	25	Aug 10 first day of school			
	28	29	30	31		Aug 30 GNTA Back to School Night			
SEPTEMBER					1	Sept. 4 Labor Day Holiday	20	0	20
	4	5	6	7	8	Sept. 6 GNTA Back to School Night			
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
OCTOBER	2	3	4	5	6	Oct. 13 Non-Instructional Day	21	0	21
	9	10	11	12	13	Oct 13 GNTA end of quarter one			
	16	17	18	19	20	Oct. 16-20 Parent Conferences			
	23	24	25	26	27	Oct. 16-20 Minimum Days GES			
	30	31							
NOVEMBER			1	2	3	Nov 3rd GES end of 1st Trimester	16	0	16
	6	7	8	9	10	Nov. 10 Veteran's Day Holiday			
	13	14	15	16	17	Nov. 20-22 Local Holidays			
	20	21	22	23	24	Nov. 23 Thanksgiving Day Holiday			
	27	28	29	30		Nov. 24 Local Holiday			
DECEMBER					1	Dec 6th GES Winter Program	15	0	15
	4	5	6	7	8	Dec 15 GNTA end of quarter two/1st seme			
	11	12	13	14	15	Dec.20 & 21 GNTA Finals Minimum Days			
	18	19	20	21	22	Dec.22-Jan.5 Winter Recess			
	25	26	27	28	29				
JANUARY 2024	1	2	3	4	5	Jan. 1 New Year Holiday	16	1	17
	8	9	10	11	12	Jan. 8 No School/Professional Developme			
	15	16	17	18	19	Jan.15 Martin Luther King Jr. Holiday			
	22	23	24	25	26				
FEBRUARY				1	2		19	0	19
	5	6	7	8	9				
	12	13	14	15	16	Feb.12 Lincoln's Birthday Holiday			
	19	20	21	22	23	Feb. 19 President's Day Holiday			
	26	27	28	29		Feb 23th GES end of 2nd Trimester			
MARCH					1		16	0	16
	4	5	6	7	8	Mar 8 GNTA end of quarter 3			
	11	12	13	14	15	Mar 4-6 GES Parent Conferences			
	18	19	20	21	22	Mar 4-6 Minimum Days GES			
	25	26	27	28	29	Mar. 18-22 Spring Recess			
APRIL	1	2	3	4	5	Apr 1 Emergency Closure Day	20	0	20
	8	9	10	11	12				
	15	16	17	18	19	April 24 Exhibit Night/Town Hall			
	22	23	24	25	26	April 26 Emergency Closure Day			
	29	30							
MAY			1	2	3		21	1	22
	6	7	8	9	10	May 22 GES Open House			
	13	14	15	16	17	May 27 Memorial Day Holiday			
	20	21	22	23	24	May 29 - Minimum Day GNTA Finals and GES 5th Grade Promotion			
	27	28	29	30	31	May 30 GNTA end of quarter four/2nd semester			
						May 30 GES End of Trimester May 30 - Minimum Day GNTA Finals - Last Day of School May 31 Teacher Workday and GNTA 8th Grade Promotion			
JUNE	3	4	5	6	7	Sat, June 1st GNTA Senior Graduation			
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
Board Approved						Totals	180	5	185



APPENDIX F: CERTIFICATED RELEASE (COMP) TIME LOG
GEYSERVILLE UNIFIED SCHOOL DISTRICT CERTIFICATED RELEASE
(COMP) TIME LOG

Employee: _____ School Year: _____

Certificated employees can earn compensatory time for covering another teacher during their preparatory period in accordance with Article X, Section 10.0, A of the GTA contract.

Certificated staff shall use this form to record compensatory (comp) time earned. Comp time does not carry over from year to year. All comp time earned but not used by the end of each school year, except seven (7) hours, shall be paid out at the extra duty hourly rate in the June supplemental payroll in accordance with Article X, Section 11.0, B.

Comp Time Earned

Date Accrued	Number of Periods Earned	Reason	Site Administrator Approval & Date

Time Used: **Comp**

Date of Use	Number of Periods Used	Reason	Site Administrator Approval & Date

Updated: 09/17/18