

**CONTRACT AGREEMENT**

**BETWEEN**

**THE GEYSERVILLE  
TEACHERS ASSOCIATION**

**AND**

**THE GEYSERVILLE  
UNIFIED SCHOOL DISTRICT**

**FOR THE PERIOD**

**July 2015 through June 30, 2018**

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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.

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**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.

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**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**

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- 3 1.0 The Association and its members shall have the right to make use of school equipment,  
buildings, and facilities at all reasonable hours.
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- 5 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  
6 school building in areas frequented by teachers. The Association may use the District mail  
service and teacher mailboxes for communications to teachers.
- 7
- 8 3.0 Authorized representatives of the Association shall be permitted to transact official  
Association business on school property at all reasonable times.
- 9
- 10 4.0 The Board shall place on the agenda of each regular Board meeting as the first (1<sup>st</sup>) item for  
consideration under "new business" any matters brought to its consideration by the  
11 Association provided that such matters are made known to the Superintendent's office two  
(2) days prior to said meeting.
- 12
- 13 5.0 The Association shall reimburse the District for the actual cost of materials and supplies.
- 14
- 15 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.
- 16
- 17 7.0 Within ten (10) days of hire, certificated employees will complete a form which specifies  
their desire to become a member of The Geyserville Teachers' Association or to pay a fee in  
the amount equal to GTA membership dues as prescribed in Article V.

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19 Amended June, 1988

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**ARTICLE V  
UNIT DUES AND PAYROLL DEDUCTIONS**

- 1.0 Each teacher shall meet his/her financial obligation to the bargaining unit in one of the following three ways:
1. Become a dues paying member of GTA,CTA/NEA
  2. Not become a member but pay a service fee equal to membership charges to the Association, or
  3. Not become a member but pay an amount equal to membership charges to a charitable fund which the Association will distribute to the organizations listed in 4.0 of this Article in the manner prescribed therein.

2.0 Dues Paying Members

Teachers choosing this status 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 Service Fee Paying Unit Members

Any unit member who is not a member of the GTA,CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days of the date of commencement of assigned duties, shall pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association. The unit member may pay this service fee in one lump sum, or may authorize payment through payroll deductions as provided in section 5.0 of this article.

4.0 Charitable Contributions in Lieu of Membership Dues or Service Fee

Any unit member who objects to joining or financially supporting employee organizations shall not be required to join or financially support GTA,CTA/NEA as a condition of employment.

- A. However, such unit member shall pay, in lieu of a service fee, sums equal to such service fee to an Association account which will be distributed equally among the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:

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1. Boosters Club - Geyserville School
2. Geyserville Parents Club
3. Any other non profit organization approved by the Association by November 1 of each year, chosen to replace one of the above organizations.

- B. There shall be a maximum of four (4) recipient organizations identified in Section 4 A.
- C. Each school year the Association shall distribute the collected charitable contributions in equal amounts to the organizations identified in 4 A.
- D. Unit members paying charitable contributions through the provisions of Section 4.0 may authorize payment through payroll deduction as provided by Section 5.0 of this Article, or may make a lump sum payment to the Association by May 30.
- E. By October 15 of each school year, the District shall provide the Association with a list of those unit members whose monthly payroll deductions are being paid into the Charitable Contribution Account described in 4A.
- F. Any unit member making charitable contribution payments as set forth in 4A and who requests that the Association represent him/her in a grievance or that the Association implement the arbitration provisions of the Agreement on his or her behalf, shall be responsible for paying the reasonable Cost of using said grievance or arbitration procedures.

5.0 Any teacher who has applied for membership, service fee, or the charitable option may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the Board shall deduct one-tenth (1/10<sup>th</sup>) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. In the event that a teacher does not notify the District of his/her choice of any of the options above (2.0, 3.0, or 4.0) within 30 days of employment, the District shall classify that employee as a "service fee" payer and automatically begin payroll deductions according to Section 3.0.

6.0 With respect to all sums deducted by the District pursuant to 5.0, whether for membership dues or service fee, 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, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

- 1 7.0 The Association agrees to furnish any information needed by the District to fulfill the  
2 provisions of this Article.
- 3 8.0 The Association agrees to indemnify and hold harmless the employer for any loss or  
4 damages arising from the operation of this Article. CTA agrees to pay the attorney's fee and  
5 pay all legal costs incurred in defending against any court action and/or administrative action  
6 before the Public Employment Relations Board challenging the legality or constitutionality  
7 of the fee provisions of the Agreement or their implementation.
- 8 9.0 CTA shall have the exclusive right to decide and determine whether any such action or  
9 proceeding referred to above shall or shall not be compromised, resisted, defended, tried or  
10 appealed.
- 11 10.0 Upon appropriate written authorization from the teacher, the Board shall deduct from the  
12 salary of any teacher and make appropriate remittance for annuities, credit union, savings  
13 bonus, currently approved charitable donations, or any other plans or programs jointly  
14 approved by the Association and the Board.

15 Amended June, 1988 & September, 2015

**ARTICLE VI  
PERSONNEL ACTION**

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3 1.0 Purpose

- 4 A. The purpose of this Article is to provide a corrective and remedial sequence of steps  
5 as a means of disciplining certified employees if the need arises.  
6 It is the intent of the parties that the due process rights of employees shall be strictly  
7 adhered to in the course of its use. It is furthermore agreed that an open, respectful  
8 and fair approach by both parties in implementing this Article shall be the standard.
- 9 B. No unit member shall be disciplined without just cause, due process, and utilization  
10 of the principles of progressive discipline except where the nature of the offense or  
11 the possible consequences of repetition reasonably require immediate action by the  
12 District.
- 13 C. The following just cause guidelines shall be recognized:
- 14 1. The District's rules, regulations and policies shall be reasonable and related to  
15 the efficient operation of the District.
  - 16 2. A fair and objective investigation shall be conducted by the District.
  - 17 3. When an adult makes a complaint about a unit member, significant enough to  
18 be considered for action under 3.0, the adult shall submit the complaint in  
19 writing or be willing to meet with the unit member and the supervising  
20 administrator to enable the unit member to respond to the complaint.
  - 21 4. The unit member may respond verbally or in writing to the accusation.
  - 22 5. Rules, orders, and penalties shall be applied fairly and equitably.
  - 23 6. Personnel action should be appropriate and reasonable related to the nature of  
24 the offense as listed in Section 2.

25  
26 2.0 Definitions

- 27 A. *Discipline*, for purposes of this article shall mean oral or written reprimands and/or  
28 suspensions with or without pay. The provisions set forth below shall not preclude  
the District from suspending a unit member with or 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 his or her worksite.

1 3.0 Causes for Personnel Action

2 The unit member shall not be disciplined except for the following infractions or others of a  
3 similar magnitude:

- 4 A. Repeated violations of District policy and regulations.
- 5 B. Abusive behavior towards students, fellow employees or public while performing  
6 school related duties.
- 7 C. Repeated failure to follow legitimate administrative directives.
- 8 D. Repeated failure to perform contractual obligations, not including items enumerated  
9 in Article XV, Evaluation.
- 10 E. Repeated, unexcused absences or tardiness.
- 11 F. Dishonest acts such as tampering with student records and test scores or flagrant theft  
12 of District property.
- 13 G. Drinking alcoholic beverages on the job, or reporting for work while under the  
14 influence of alcohol.
- 15 H. Possession and use of controlled substances on the job or reporting for work while  
16 under the influence of a controlled substance.

17 It is understood that any causes stated above may be subsumed under the causes for  
18 dismissal set forth in the California Education Code and that nothing stated herein shall have  
19 any controlling effect in the event a dismissal action is initiated under the provisions of the  
20 Education Code.

21 4.0 Personnel Actions

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

27 A. Verbal Warning

- 28 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 his or her  
right to GTA representation.

- 1 2. If it is determined that an infraction did occur, and if appropriate, a specified  
2 verbal warning shall be given to the unit member.
- 3 3. At the request of the employee or immediate supervisor, a conference shall be  
4 held following the action to attempt to resolve and remediate the alleged  
5 misconduct.
- 6 4. If the offense is of sufficient magnitude, in the judgment of the immediate  
7 supervisor, all of step A may be omitted and the immediate supervisor may  
8 proceed to B or C.

9 **B. Written Reprimands**

- 10 1. A conference shall be held with the immediate supervisor prior to any action  
11 to hear the unit member. Prior to the conference the unit member shall be  
12 advised of the purpose of the conference and his or her right to GTA  
13 representation.
- 14 2. If it is determined that an Infraction did occur a written reprimand shall be  
15 given to the unit member. A copy of the written confirmation shall be given  
16 to the Association if requested by the unit member and a copy of the written  
17 reprimand shall be placed in the employee's file.
- 18 3. At the request of the employee or immediate supervisor, a conference shall be  
19 held following the reprimand to attempt to resolve or remediate the alleged  
20 misconduct.
- 21 4. If the second offense is of sufficient magnitude, in the judgment of the  
22 immediate supervisor, all of step B may be omitted and proceed to C.

23 **C. Suspension with or without Pay**

- 24 1. When a unit member is to be suspended with or without pay, specific written  
25 charges shall be prepared by the Superintendent or his or her such charges  
26 shall be the specific facts and/or instances underlying those charges. The  
27 charges shall be incorporated in a notice of the intent to take disciplinary  
28 action.
2. Any such suspension shall be based upon verified information.
3. The written notice of charges shall also offer the unit member an opportunity  
to meet with the superintendent or his or her designee to discuss such charges  
and he 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

1 procedure, including the meeting with the superintendent or his or her  
2 designee.

- 3 4. Included in the written notice of charges, the unit member shall be informed  
4 of his or her right to a hearing to appeal such charges. The unit member shall  
5 have fifteen (15) school days (from the date of personal service or postmark if  
6 the notice is certified mail), in which to request, in writing, a hearing. Such  
7 request for a hearing must be received by the superintendent or his or her  
8 designee within the fifteen (15) day period. A card shall be included in the  
9 notice of charges, the signing and return of which by the unit member shall  
10 constitute a denial of the charges, and a request for a hearing before a hearing  
11 officer/arbitrator.
- 12 5. If the unit member does not file a request for a hearing on a timely basis, the  
13 disciplinary action recommended by the superintendent shall be final and  
14 shall be implemented at the direction of the superintendent.
- 15 6. The written statement of charges shall also include notice of the  
16 recommended discipline.
- 17 7. The written notice of charges shall be served on the unit member either in  
18 person or sent by certified mail to the last known address of record of the unit  
19 member.
- 20 8. The District shall notify the Association concurrently with the unit member of  
21 any disciplinary action taken or contemplated.
- 22 9. A copy of any documents and other materials upon which charges are based  
23 or specific reference to these items and where they are available shall be  
24 made available for the unit member's review.
- 25 10. Suspension with or without pay under this procedure shall not exceed fifteen  
26 (15) days.
- 27 11. Suspension may be without pay, but shall not reduce or deprive the unit  
28 member of seniority or other rights or any fringe benefits. No suspension  
shall exceed fifteen (15) days in duration 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.
12. Any suspension of a unit member shall be with pay pending final disposition  
of the case.

1                   13. All three types of personnel action procedures (4.0) including timelines,  
2 notices, and conferences shall be waived in circumstances where the District  
3 believes that the employee's conduct may constitute a hazard or a clear  
4 possibility of a hazard to students, other employees or property, or involve  
5 dishonest or gross misconduct. Furthermore, in such circumstances, the  
6 requirements of documented specificity of charges shall not change nor  
7 prohibit the opportunity for appeal in the case of suspension.

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5.0 Appeal for Hearing by Arbitrator

1. Upon timely request for a hearing, by the Association on behalf of the unit member, the superintendent shall immediately request a list of hearing officer/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.
2. 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.
3. The decision of the hearing officer shall be in writing and shall be final and binding on all parties.
4. All issues and defenses regarding the charges, penalty, and procedure must be raised before the hearing officer at the hearing.
5. The costs for such hearing officer, if any, shall be equally divided between the parties.
6. The hearing officer shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
7. 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.
8. Such a hearing shall be closed and not be open to the public.
9. A court reporter shall be present at the hearing at the request of either party or the hearing officer. The costs shall be split between the parties unless requested by only one of the parties. Each party shall pay for its own transcript if such is requested.

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10. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

Amended March, 1992 & January, 1996  
New Article June, 1982

**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 superintendent's permission, or his 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 will be intended for use by teachers to communicate with one another about student, curriculum, program and other instructional concerns. 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

1 emergency staff meetings with unit members for communication purposes. The principal  
2 shall post an agenda for faculty meetings the day of the meeting and shall also permit unit  
3 members to place items on the agenda.

4 Amended June 2013  
5 Amended November, 1999  
6 Amended March, 1998  
7 Amended November, 1983

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

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2 1.0 Non-Paid Extra-Curricular Duties

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4 A. The following specific extra-curricular duties and non-teaching activities shall be  
5 distributed equally among the appropriate staff: Student athletic events, student  
6 dances, and class and school activities as per the duty roster.  
7  
8 B. Teachers shall be given the opportunity to choose from a list of required extra-  
9 curricular duties at the beginning of each school year and the beginning of the second  
10 semester, if necessary.  
11  
12 C. Every effort will be made to ensure that no teacher is assigned to more than thirty-  
13 eight (38) hours of non-paid extra-curricular duties per year. However, no more than  
14 eighteen (18) hours shall be for duty roster activities as in (a) above.

15 2.0 Paid Extra-Curricular Duties

- 16 A. Paid extra-curricular duties are teacher assignments agreed upon by the teacher and  
17 approved by the Board or its designee which involve non-classroom Student  
18 activities approved by the Board.  
19  
20 B. Teachers performing such duties shall be compensated according to Appendix A.  
21  
22 C. Pay for paid extra-curricular duties shall be given at the end of the activity.  
23  
24 D. In the event that an activity listed under the extra-curricular pay schedule is canceled  
25 during the period of the activity, the pay shall be proportional to the amount of time  
26 for the activity compared to the normal length of time of the regular activity.  
27  
28 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 \$30.00. The hourly rate for any activity which is paid from a  
fund or account which is restricted by law shall be subject to re-negotiation at any  
time that such an expenditure encroaches on the District's general fund.

3.0 Voluntary Inservice

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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.

Amended April, 2014  
Amended April, 1994  
Amended March, 1992  
Amended June, 1988

**ARTICLE IX  
GRIEVANCE**

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2     **1.0     Definition**

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4     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.

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6     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.

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

9  
10     A “day” is any day in which the central administrative office of the Geyserville Unified School District is open for business.

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

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14     **2.0     Purpose**

15     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.

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20     **3.0     Time Limits**

21     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.

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

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26     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

1 time limits set forth herein may be reduced by mutual agreement so that the procedures may  
2 be exhausted prior to the end of the school year or as soon as is practicable.

#### 3 4.0 Procedure

##### 4 Informal Level

5 Before filing a formal grievance, the employee shall attempt to resolve the dispute through  
6 informal conferences with his/her immediate supervisor, or with the superintendent if the  
7 matter does not concern the immediate supervisor.

8 Both the administrator and the employee will make every effort to resolve the dispute  
9 quickly at the informal level. During or after each informal conference, within fifteen (15)  
10 days, one of the parties must request a subsequent conference; otherwise, the dispute shall be  
11 considered resolved.

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

16 If either party is not satisfied with the progress or resolution of the dispute at any point  
17 during the informal level, he/she/they may request written Termination of Informal Level  
18 Discussions (page 1 of "Grievance Report Form"). Once this form is signed, the grievant  
19 has 15 days to File a Formal Grievance (pages 2 and 3 or page 4 of the "Grievance Report  
20 Form") or the matter shall be considered resolved.

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

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

##### 25 Formal Level

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

27 Within fifteen (15) days after signing the Termination of Informal Level Discussions, the  
28 grievant shall present his/her grievance in writing on the "Grievance Report Form" to his/her  
immediate supervisor if the dispute has involved him/her. 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.

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

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

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

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

12 **B. *Level II* Appeal to the Superintendent**

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

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

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

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

25 **C. *Level III* Mediation**

- 26 1. The mediator will have the authority to suggest possible resolutions of the  
27 grievance and shall make every effort to complete the mediation effort within  
28 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.

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

10           D.     *Level IV*       Arbitration

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

16           If any question arises as to the arbitrability of the grievance, such question will be ruled upon  
17           by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

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

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

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

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

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

30           The decision of the arbitrator shall be final and binding.

31           Amended January 1992  
32           Amended October, 1980

**ARTICLE X  
LEAVES**

1  
2   1.0   General Leaves

3  
4       All Education Code sections on "Leaves" shall be incorporated into and remain an integral  
5       part of this Agreement for its duration.

6   2.0   Jury Leave

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

20   3.0   Personal Leave

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

29   4.0   Personal Necessity Leave

- 30       A.     Each teacher shall be entitled to use six (6) days of accumulated personal illness and  
31       injury leave during school year in case of personal necessity.

- 1 B. Teachers shall adhere to district-adopted rules and regulations that prescribe the  
2 manner of proof of personal necessity for purposes of this section.
- 3 C. The employee shall not be required to secure advance permission for leave taken for  
4 any of the following reasons:
- 5 1. Death or serious illness of a member of his/her immediate family.
  - 6 2. Accident, involving his/her person or property or a member of his/her  
7 immediate family.
- 8 D. Prior approval for Personal Necessity Leave shall be granted for any personal  
9 business or activity of such nature that the employee could not reasonably be  
10 expected to attend to it outside of regular working hours.

11 5.0 Personal Illness and Injury Leave (Sick Leave)

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

25 6.0 Extended Illness Leave

- 26 A. In the event that a certified employee has exhausted all accumulated personal illness  
27 and injury leave, additional non-accumulated leave shall be available for a period not  
28 to exceed five (5) school months.
- B. The amount deducted for leave purpose 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 paid to a substitute.

1 7.0 Bereavement Leave

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

8 8.0 Maternity Leave

- 9 A. Maternity Leave of absence shall be granted to any probationary or permanent  
10 certified employee who is required to be absent from duties because of pregnancy,  
11 miscarriage, childbirth, and recovery therefrom.  
12 B. The length of the maternity leave of absence, including the date on which the leave  
13 shall commence and the projected date on which the employee shall resume duties,  
14 shall be determined by the employee and the employee's physician.  
15 C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and  
16 recovery therefrom are, for all job-related purposes, temporary disabilities and shall  
17 be treated as such under the health plan and personal illness/injury provisions  
18 available in connection with employment by this school district.  
19 D.  
20 1. The employee shall notify the District office of her intent to utilize maternity  
21 leave no later than ninety (90) days prior to the tentative date on which the  
22 leave is to begin.  
23 2. Within thirty (30) days of the beginning of maternity leave, the unit member  
24 shall notify the district office of the specific date she intends to begin the  
25 leave.  
26 3. The unit member and the superintendent shall jointly determine the specific  
27 date on which the employee is to resume duties.  
28 4. The unit member shall, upon request, submit a statement from her physician  
certifying that she is medically qualified to resume assigned duties and  
responsibilities.

9.0 Child Rearing Leave

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- 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 his/her 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 Released Time

- A. Teachers who are asked by the administration to "cover" another teacher's class(es) earn released time on a one-to-one basis. For each class length period of service, the teacher shall receive released time in an equal amount. Such released time may be limited by the availability of a substitute and shall be taken in half-day or whole-day segments.
- B. Released time shall be cumulative from one school year to another school year.

11.0 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 his/her intent to return to employment in the District.

12.0 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.

1 B. Catastrophic Leave Bank: Catastrophic leave taken by a unit member shall be  
2 counted against a bank of days donated anonymously by other members by October 1  
3 of each school year. Any unit member making a donation must have at least 10 days  
4 of accrued sick leave remaining after any donation. Donations shall be in increments  
5 of whole days. Participation is voluntary, but only contributors will be permitted to  
6 withdraw from the bank.

7 If the balance of days in the Catastrophic Leave Bank falls below ten (10) days, the  
8 Association will solicit additional days as needed.

9 C. Eligibility to Utilize the Bank: A unit member who has worked for the District for  
10 a minimum of one year and is a member of the bank may apply for coverage at the  
11 time of the illness or injury. A unit member must exhaust all accrued sick leave  
12 before qualifying for catastrophic leave. A unit member must deposit a minimum of  
13 one (1) day of sick leave to participate in the bank.

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

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

22 E. Unused donated days shall not be credited back to the unit member making the  
23 donation, and the unused days shall remain in the Catastrophic Leave Bank for future  
24 use.

25 F. Two (2) Association representatives and the Superintendent/designee shall  
26 administer the Catastrophic Leave Bank to determine eligibility of a member to  
27 receive donated days and to ensure that all donations are confidential.

28 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.

### 13.0 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 his/her field of  
competency.

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- B. During an authorized unpaid leave of absence, the unit member may elect to continue medical, dental insurance and other district-provided benefits at his/her 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 he/she was 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.

14.0 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.

Amended May, 2005  
Amended January, 2005  
Amended March 2004  
Amended December, 1982

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

1  
2  
3 1.0 Definitions

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

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28 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 1<sup>st</sup> 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 1<sup>st</sup>.

D. If no interest is shown by April 1<sup>st</sup>, 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 15<sup>th</sup> and April 1<sup>st</sup>, 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 a position announcement to each unit member's current mailing 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.

- 1 B. All employee initiated applications shall be considered on the basis of credential,  
2 training, experience, ability, and seniority. When all other factors are perceived  
3 equal, or if, in fact, more than one applicant is qualified for the vacancy, seniority  
4 shall be a principle factor in making the final decision.
- 5 C. If a request for voluntary transfer or voluntary reassignment to a vacant position is  
6 denied, the unit member, upon request, shall be granted a meeting with the  
7 administrator who denied the request to discuss the reasons for the denial. The  
8 District shall, upon the request of the unit member, deliver in writing the reasons that  
9 the unit member was not granted the requested position.
- 10 D. If a member whose request was denied is still not satisfied with the reasons given by  
11 the District, then the member shall be entitled to a hearing by a committee comprised  
12 of two administrators (or their designees) and two teachers whose assignments would  
13 not be affected by the transfer or reassignment in question. This committee will  
14 submit a recommendation to the District Superintendent reflecting the opinion of the  
15 majority, or of each member if the opinions are evenly split. The superintendent  
16 shall have final say over the matter, keeping within the guidelines of this contract.

12 4.0 Involuntary Transfers and Involuntary Reassignments.

- 13 A. Involuntary transfers, involuntary reassignments, and involuntary classroom moves  
14 shall not be punitive or disciplinary in nature.
- 15 B. No unit member shall be involuntarily transferred and/or involuntarily reassigned  
16 more than once in three (3) years.
- 17 C. Any unit member who is transferred involuntarily shall receive \$300.00. The District  
18 shall provide adequate release time during the school year to effect the move.
- 19 D. An involuntarily transferred teacher shall have priority status, even over senior  
20 members, to regain his or her former assignment should the position become vacant  
21 again.
- 22 E. An involuntary transfer or reassignment shall be made by the District principal or his  
23 or her designee on the basis of credential, training, experience, ability, and seniority.  
24 When all factors are perceived equal, or if more than one member is considered a  
25 good choice to transfer, then seniority shall be the determining factor in making the  
26 final decision. The teacher with the least district-wide seniority shall be selected to  
27 fill the vacancy.
- 28 F. If a member who is transferred or reassigned involuntarily feels that he or she should  
not be moved, then he or she shall have a right to a committee hearing, identical in  
function and procedure to the one described above in 3.0.D.

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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 change classrooms and agrees, or who is directed by the District to change classrooms, shall receive either \$300 or two days of release time during the year to effectuate the move.

Amended March, 2007  
Amended January, 1996  
Amended December, 1982

**ARTICLE XII  
LAYOFF**

- 1
- 2
- 3 1.0 A layoff, for purposes of this article shall be the involuntary separation from active service
- 4 of a probationary or permanent certified employee due to ADA reduction, program
- 5 2.0 Layoffs of certificated personnel shall be made in accordance with the statutory requirements
- 6 of Education Code, except as amended by this article.
- 7 3.0 Criteria for Determining Layoffs
- 8 A. Layoffs shall be made on a district-wide basis in inverse order of seniority, in
- 9 accordance with the applicable sections of the Education Code.
- 10 B. Seniority is determined by the unit member's initial date of probationary service in
- 11 the bargaining unit with the following provisions:
- 12 1. For those unit members with the same initial date of service in the district, the
- 13 District shall be responsible for developing criteria which meets the
- 14 educational needs of the district and the students thereof. Such criteria may
- 15 include the unit member's area of credential, major and minor fields of study,
- 16 and prior teaching experience.
- 17 2. In calculating a unit member's seniority, each year's credit for service as a
- 18 temporary or long-term substitute employee immediately prior to employment
- 19 in a probationary position shall be counted pursuant to Education Code
- 20 provisions. For service to be counted, the employee shall have been
- 21 employed at least 75% of the number of days the regular schools of the
- 22 District were maintained in that school year.
- 23 4.0 Procedure for Notification of Layoff
- 24 A. In the event that the Board decides to lay off unit members, the District shall issue
- 25 notices of intent to affected employees on or before March 15 of the year the layoff is
- 26 to take effect.
- 27 B. Employees to be laid off shall be notified by the procedures provided for such notice
- 28 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.

1 5.0 Benefits for Laid Off Unit Members

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

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

8 B. Unit members who are laid off may use up to five (5) paid personal necessity days in  
9 order to seek new employment opportunities.

10 C. Unit members who are laid off and subsequently employed by the District as  
11 substitutes shall be called for such substitute duty on the basis of their seniority  
12 within the District at the time of layoff, the most senior being called first. Permanent  
13 unit members employed as substitutes during layoff shall be paid in accordance with  
14 Education Code Section 44956 and probationary unit members employed as  
substitutes during layoff shall be paid in accordance with Education Code Section  
44957.

15 6.0 Re-Employment Rights

16 A. Laid off unit members with permanent status shall have first priority for filling any  
17 vacancies which occur for up to 39 months following the effective date of his/her  
18 layoff, subject to the provisions of Education Code Section 44956, parts 1, 2, and 3.  
19 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.

20 B. If such vacancies occur, then the District shall notify the most senior laid off unit  
21 member with a credential allowing them to teach the vacant subjects(s) or grade(s).

22 C. The notice shall be by registered letter to the laid off unit member's current mailing  
23 address on file with the District.

24 D. The laid off unit member shall notify the District of his/her acceptance or rejection of  
25 the position offered within ten (10) working days. In case of rejection, the unit  
26 member shall continue to remain on the recall list for one (1) year after such rejection  
27 before his/her 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  
28 receive position vacancy notices and shall retain all rights to reemployment contained  
in this section.

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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 his/her reemployment rights as defined in this article.

Amended April, 1994  
New Article November, 1983

**ARTICLE XIII  
PEER ASSISTANCE AND REVIEW**

1  
2 1.0 Purpose

3  
4 It is the intent of the Association and the District to establish a Peer Assistance and Review  
5 Program (PAR) that enables exemplary teachers to assist teachers in need of professional  
6 development. The focus of this program is to improve instruction, including subject matter  
7 knowledge, strategies, and methods. This program is part of a coordinated effort by the  
8 Association and the District to train, strengthen and retain employees.

9  
10 2.0 Definitions

- 11 A. *Classroom Teacher* or *Teacher* means any member of the certificated bargaining unit  
12 who provides classroom instruction.
- 13 B. *Consulting Teacher* means a certificated bargaining member who is selected by the  
14 Joint Committee to provide assistance to Referred or Voluntary Participating  
15 Teachers.
- 16 C. *Evaluator* means the certificated administrator appointed by the Superintendent to  
17 evaluate a certificated teacher.
- 18 D. *Beginning Participating Teacher* means any bargaining unit member who is in the  
19 first or second year of his or her career.
- 20 E. *Referred Participating Teacher* means any unit member of the certificated bargaining  
21 unit who has been referred to the Peer Assistance program whose most recent  
22 performance evaluation contained an overall unsatisfactory evaluation in the areas of  
23 teaching methods and instruction on the final evaluation form.
- 24 F. *Voluntary Participating Teacher* means any permanent bargaining unit member who  
25 voluntarily participates in the Peer Assistance Program.
- 26 G. *Joint Committee* means a group of individuals approved by the Superintendent and  
27 by the Association to administer the PAR Program.

28 3.0 Joint Committee

The Joint Committee shall consist of three (3) members: two (2) permanent certificated  
classroom teachers who are selected by the Association and one (1) member chosen by the  
Superintendent. The initial term for two (2) teacher members and one (1) Superintendent's  
member of the Joint Committee shall be three (3) years for one term cycle, except for one  
teacher representative who shall be on for two (2) years. For the purposes of length of term,  
the initial terms' will start on July 1, 2000. Subsequent terms for all members shall be two

1 (2) years. One teacher representative shall be from Geyserville Elementary School and one  
2 shall be from Geyserville Educational Park.

3 A. The Joint Committee shall make all decisions through consensus for appointments,  
4 reports and recommendations to the Superintendent, and program plans and budget.  
5 Every effort will be made to reach consensus. Failing consensus, decisions will be  
6 made by majority vote. All three (3) members of the Joint Committee will constitute  
7 a quorum for the purposes of meeting and conducting business.

8 B. The Joint Committee shall establish its own meeting schedule. Such meetings shall  
9 take place during the regular workday. Teachers who are members of the Joint  
10 committee shall receive a stipend of up to \$2,000 for the initial planning year, and up  
11 to \$1,000 each subsequent year, and will be released from their regular duties to  
12 attend meetings without loss of pay or benefits.

13 C. The Joint Committee shall be responsible for the following:

- 14 1. Providing annual training for Joint Committee members.
- 15 2. Adopting rules and procedures to effect the provisions of this Article,  
16 including but not limited to a method for selecting a Chair and another person  
17 to take and maintain meeting minutes. Said rules and procedures will be  
18 consistent with the provisions of this Agreement, and to the extent there is an  
19 inconsistency, the Agreement will prevail.
- 20 3. Establishing application procedures for Consulting Teachers.
- 21 4. Establishing, a consortium with neighboring elementary and high school  
22 districts to provide a diversified group of Consulting Teachers.
- 23 5. Selecting the panel of Consulting Teachers.
- 24 6. Provide training for Consulting Teachers prior to the Consulting Teachers'  
25 participation in the program.
- 26 7. Selecting trainers and/or training providers which may include district,  
27 university, CTA staff and/or private consultants.
- 28 8. Receiving written notification from the Superintendent of any teachers  
requiring participation in the Peer Assistance Program. Making available the  
list of Consulting Teachers for selection by the Participating Teachers.  
Communications to the site principal, the name of participating teacher and  
consulting teacher.

- 1 9. Distributing at the beginning of each year a copy of the adopted rules and  
2 procedures to all bargaining unit members and administrators.
- 3 10. Reviewing the final reports prepared by the Consulting Teacher.
- 4 11. Making recommendations to the superintendent regard the Referred  
5 Participating Teacher's progress in the Peer Assistance Program by May 15.  
6 The recommendation is to consist of:
  - 7 a) Referred Participating Teacher's name
  - 8 b) Referred Participating Teacher did or did not participate fully in the  
9 Peer Assistance Program, and one (1) of the following:
    - 10 1) Is making progress and continued participation in the Peer  
11 Assistance Program is recommended; or
    - 12 2) Made significant progress and continued Occupation in the  
13 Peer Assistance Program is not needed; or
    - 14 3) Made limited or no progress in the Peer Assistance Program  
15 and is not recommended for continued participation in the  
16 Peer Assistance Program.
- 17 12. Evaluating annually the impact of the Peer Assistance Program in order to  
18 improve the Program.
- 19 13. Developing the budget for the Peer Assistance program beginning with the  
20 2000-2001 school year.
- 21 14. Planning staff development activities for the Peer Assistance Program with  
22 year-end carryover funds.
- 23 15. Submitting an annual budget to the District for Board of Trustees approval.

#### 24 4.0 Confidentiality

25 All Peer Assistance and Review materials related to evaluations, reports, and other personnel  
26 matters shall be strictly confidential, subject to response to a subpoena or order of the court  
27 except as outlined in Article 9 of this Article.

#### 28 5.0 Referred Participating Teacher

A. A referred Participating Teacher may select his or her own Consulting Teacher from  
the panel of Consulting Teachers provided by the Joint Committee. A different

1 Consulting Teacher may be selected by the Participating Teacher to work with him or  
2 her at any time during the first six (6) weeks of the process when requested by the  
3 participating Teacher or the Consulting Teacher. The Participating Teacher shall be  
4 allowed only one (1) change per year.

- 5 B. A Consulting Teacher shall not participate in the formal District evaluation of any  
6 Referred participating Teacher.
- 7 C. A participating Teacher has the right to be represented throughout these procedures  
8 by an Association Representative.

#### 9 6.0 Volunteer Participating Teacher

- 10 A. The purpose of participation in the Peer Assistant Program for the Volunteer  
11 participating Teacher is for peer assistance only and the Consulting Teacher shall not  
12 participate in a performance review of any Volunteer Participating Teacher.
- 13 B. The Volunteer Participating Teacher may put in a request to the Joint Committee to  
14 participate in the Peer Assistance Program. The Consulting Teacher and the  
15 Volunteer Teacher shall meet to establish goals and develop a plan to meet his or her  
16 needs.
- 17 C. The Consulting Teacher shall not prepare any written report regarding a Volunteer  
18 Participating Teacher other than a log of dates and times of meetings.
- 19 D. A Volunteer Participating Teacher may terminate his or her participation in the Peer  
20 Assistance Program at any time. Terminating participation will not be reflected in  
21 any evaluation or any report.
- 22 E. All communications between the Consulting Teacher and a Volunteer Participating  
23 Teacher shall be confidential, and without the written consent of the Volunteer, shall  
24 not be shared with others, including the site principal, the evaluator or the Joint  
25 Committee.

#### 26 7.0 Beginning Participating Teacher

- 27 A. The purpose of participation in the Peer Assistance Program for the Beginning  
28 Participating Teacher is for peer assistance only and the Consulting Teacher shall not  
participate in a performance review of the Beginning Participating Teacher.
- B. The Beginning Participating Teacher may put in a request to the Joint Committee to  
participate in the Peer Assistance Program. The Consulting Teacher and the  
Beginning Participating Teacher shall meet to establish goals and develop a plan to  
meet his or her needs.

- 1 C. The Consulting Teacher shall not prepare any written report regarding a Volunteer  
2 Participating Teacher other than a log of dates and times of meetings.
- 3 D. A Beginning Participating Teacher may terminate his or her participation in the Peer  
4 Assistance Program at any time. Terminating participation will not be reflected  
5 evaluation or any report.
- 6 E. All communications between the Consulting Teacher and a Beginning Participating  
7 Teacher shall be confidential, and without the written consent of the Volunteer, shall  
8 not be shared with others, including the site principal, the evaluator or the Joint  
9 Committee.

## 8.0 Consulting Teacher

9 The qualifications for the Consulting Teacher shall be set forth in the rules and procedures  
10 developed by the Joint Committee, provided that the following shall constitute minimum  
11 qualifications: credentialed classroom teacher with permanent status with at least three (3)  
12 years consecutive teaching experience within the Geyserville Unified School District:  
13 substantial recent experience in classroom instruction: and demonstrated exemplary  
14 teaching ability, as indicated by effective oral and written communication skills, subject  
15 matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs  
16 of pupils in different contexts. A Consulting Teacher cannot be a member of the Joint  
17 Committee.

- 18 A. Consulting Teacher positions shall be filled by the posting of the Position by the  
19 District. Each applicant is required to submit a completed application. All  
20 applications shall be treated with confidentiality and they shall not be placed in  
21 Consulting Teacher personal file. The Joint Committee procedures for selecting  
22 Consulting Teachers shall include provisions for classroom observation of the  
23 Consulting Teacher candidates.
- 24 B. A Consulting Teacher shall be provided release time as determined by the Joint  
25 Committee. The term of the Consulting Teacher shall be two (2) years, and he or she  
26 may not serve in the position for more than two (2) consecutive terms.
- 27 C. Functions performed pursuant to this Article by bargaining unit members shall not  
28 constitute either management or supervisory functions. The Consulting Teacher  
shall retain all rights of bargaining unit members.
- D. Consulting Teachers who work in a full-time classroom assignment shall not  
constitute either management or supervisory functions. The Consulting Teacher  
shall retain all rights of bargaining unit members.
- E. Consulting Teachers working in a full-time classroom assignment shall receive the  
following stipends:

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1. Five hundred dollars (\$500) per year for a total of one thousand dollars (\$1,000) for each two-year term.
  2. One thousand dollars (\$1,000) per year for working with each Beginning Participating and/or Volunteer Participating Teacher (prorated over a ten-month period for the months assistance is provided).
  3. Three thousand dollars (\$3,000) per year for working with a Referred Participating Teacher.
- F. Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, and referring, or by other activities which in their professional judgment will assist the participating teachers.
- G. The Consulting Teacher shall meet with Referred Participating Teachers to: Discuss the Peer Assistance Program; establish mutually agreed-upon goals and objectives; develop an assistance plan; and develop a process for determining successful progress in the Peer Assistance Program.
- H. The Consulting Teacher shall meet with Volunteer Participating and Beginning Participating Teachers to establish mutually agreed-upon goals and objectives and develop a plan to meet their needs. The Consulting Teacher shall log dates and times of meetings with Beginning and Volunteer Participating Teachers.
- I. The Consulting Teacher shall log the dates, times and instructional area worked on with the Referred Participating Teacher and shall provide periodic written feedback to the Referred Teacher for discussion and review.
- J. The Consulting Teacher's final written report shall make recommendations to the Joint Committee in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Participating Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
- 1) Is making progress and continued participation in the Peer Assistance Program is recommended; or
  - 2) Made significant progress and continued participation in the Peer Assistance Program is not needed; or
  - 3) Made limited or no progress in the Peer Assistance Program and is not recommended for continued participation in the Peer Assistance Program.
- K. The Consulting Teacher shall submit the written report to the Referred Participating Teacher to receive his or her input and signature before the Consulting Teacher

1 submits it to the Joint Committee by the last day of April. The Participating  
2 Teacher's signature does not mean agreement, but rather that he or she has received a  
3 copy of the report. The Referred Participating Teacher shall have the right to submit  
4 a written response, within ten (10) days and have it attached to the final report. The  
5 Referred Participating Teacher shall also have the right to request a meeting with the  
6 Joint Committee before May 15, and to be represented at this meeting the  
7 Association Representative of his or her choice.

8 9.0 The results of the Referred Participating Teacher's participation in the Peer Assistance  
9 Program shall be made available for placement in his or her personnel file and may be used  
10 in the evaluation of the Referred Participating Teacher.

11 10.0 Unit members who perform functions as Consulting Teachers or Joint Committee members  
12 under this Article shall have the same protection from liability and access to defense as other  
13 bargaining unit members.

14 11.0 Budget for Peer Assistance Program

15 A. The 2000-2001 budget for the Peer Assistance Program shall be developed by the  
16 parties to this Agreement with the understanding that the Joint Committee, when  
17 seated, may find need to amend the budget when developing the Program. For the  
18 2000-2101 school year and every year thereafter, the Joint Committee shall develop  
19 the budget which shall be submitted to the District's Board of Trustees for approval.

20 B. The budget for the Peer Assistance Program shall not, in any one year, exceed the  
21 funding allocation for that year, including any carryover funds.

22 C. Any and all funds remaining in the Peer Assistance program at the end of a fiscal  
23 year shall be allocated for the purpose of staff development as outlined in Section  
24 3.C of this Agreement governing responsibilities of the Joint Committee.

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28  
New Article May, 2000

**ARTICLE XIV  
EVALUATION PROCEDURE**

1  
2 1.0 Goals of Evaluation of Certified Personnel

- 3  
4 A. To improve quality of classroom instruction  
5  
6 B. To improve and extend the teachers' performance of instructional skills.  
7  
8 C. To provide lesson analysis and summative accomplishment of standards related to  
9 performance of personnel.  
10  
11 D. To establish and maintain records of performance of personnel

12 2.0 Frequency of Evaluation

13 A. Permanent and Probationary Certificated Unit Members

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

18 Any unit member who is performing unsatisfactorily may receive a Formal  
19 Evaluation Summary once a year regardless of employment status.

20 B. Temporary Unit Members

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

26 3.0 Areas of Evaluation

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

- 29 A. The progress of students toward the established standards  
30  
31 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 his/her 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

1 within ten (10) workdays of the event which give rise to the concern. The  
2 administrator shall make specific written recommendations for improvement and  
3 shall endeavor to assist in improving the evaluatee's performance. The evaluatee  
4 shall have the right to attach a written response to the administrator's written  
5 observations.

6.0 Miscellaneous

6.1 Evaluators shall not include deficiencies in the Formal Summary Evaluation which  
6 have not been previously identified and discussed with the evaluatee. A minor  
7 deficiency noted during a classroom observation or an informal observation and  
8 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  
9 evaluatee's control which they believe may affect his or her evaluation. Such notices  
10 shall be given to the evaluatee at the outset of the evaluation process, or as soon  
11 thereafter as the evaluatee becomes aware of such circumstances. The evaluator shall  
12 address such circumstances in the written evaluation.

6.3 The parties agree that the content of observation and evaluation reports shall not be  
13 subject to the grievance process. However, the grievance process may be used to  
14 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  
15 and a copy thereof shall be transmitted to the unit member thirty calendar (30) days prior to  
16 the last school day on the school calendar in which the evaluation takes place (per Education  
17 Code 44663). In instances where the evaluatee is to receive an overall unsatisfactory Formal  
18 Evaluation Summary, the evaluator shall hold a conference prior to the issuance of the  
19 Formal Evaluation Summary.

8.0 The evaluatee shall have the right to initiate a written reaction or response to the regular  
20 Classroom Observation report and/or the Formal Evaluation Summary and such response  
21 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  
22 equitable and reasonable fashion.

10.0 At the beginning of the school year, the evaluator shall have the right of suggesting areas of  
23 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  
24 Evaluation Summary, and the Evaluation Rubric based on the California Standards for the  
25 Teaching Profession are included in the Contract Appendix as Appendix C.  
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**ARTICLE XV  
CLASS SIZE**

1.0 Class size averages:

<u>Grades</u>	<u>Maximum</u>	<u>Non-CSR</u>
K-3	20:1	28:1
4-6	28:1	
7-12	168 daily contact load, excluding P.E.	

2.0 K-3 class size maximum is based on the District's continued participation in the State Class Size Reduction Program; otherwise, the non-CSR class size average shall be in effect. 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 Either party may ask to reopen this article at any time during the term of this Agreement.

5.0 The provisions of this article are effective beginning with the 1998-99 school year.

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

Amended March, 1998  
Amended March, 1992  
New Article June, 1982

**ARTICLE XVI  
SALARY**

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- 2
- 3 1.0 Initial placement on the salary schedule shall reflect credit for previous teaching experience
- 4 (while credentialed and in a recognized school) up to and including ten (10) years of
- 5 2.0 Units earned for column change on the Salary Schedule are limited to a maximum of six (6)
- 6 units per semester for full-time teachers, and a total of ten (10) units during the two
- 7 semesters of the school year. Teachers may petition the Board to earn units for column
- 8 changes on the salary schedule in excess of the above stated maximums. No more than four
- 9 (4) units may be earned in a single course. Such courses shall be from an accredited college
- 10 or university. Masters degrees for placement in Column V shall be earned in an accredited
- 11 college or university.
- 12 3.0 Units which may be used for column change shall be earned in courses which are closely
- 13 related to either the teacher's current or upcoming assignment or which are clearly related to
- 14 general educational improvement. The school administrator shall approve, prior to their
- 15 being earned, all courses to be used for column advancement.
- 16 4.0 The Masters Degree will be recognized by the payment of \$1,000.00 annually. This amount
- 17 will be pro-rated monthly.
- 18 5.0 For the 2012-13 school year, each full-time unit member shall receive 2.5% off schedule
- 19 salary increase. Such increase shall be subject to STRS. For part-time unit members, the
- 20 amount shall be pro-rated based on their FTE.
- 21 6.0 For the 2013-14 school year and effective July 1, 2013, the salary schedule shall be increased
- 22 by 2.5%.
- 23 7.0 For the 2014-15 school year and effective July 1, 2014, the salary schedule shall be increased
- 24 by 3%.
- 25 8.0 Effective July 1, 2015, the salary schedule shall be increased by 3%.

26 Amended September 2015

27 Amended April 2014

28 Amended June 2013

Amended August 2008

Amended April, 2006

Amended May, 2005

Amended May, 1997

Amended April, 1996

Amended April, 1994

Amended June, 1993

**ARTICLE XVII  
BENEFITS**

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 The annual District contribution for health, dental, life, and vision premiums for 2012-13 is as follows:

	2012-2013	2013-2014
Employee only	4,808	4,883
Employee + 1	8,582	8,716
Employee + 2 +	11,233	11,409

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3.1 In order to insure equal treatment of employees, the District will change the way it determines how insurance caps apply to individual employees. Beginning July 1, 2007, 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.

4.0 Effective July 1, 2013, the amounts specified in Section 3 shall be increased each fiscal year by applying the statutory COLA.

5.0 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 an appropriate 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.

6.0 The District shall provide these benefit coverages for all certificated staff for the duration of the contract.

7.0 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.

8.0 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.

- Amended April 2014
- Amended June 2013
- Amended August, 2008
- Amended April, 2006
- Amended May, 2005
- Amended October, 2002
- Amended March, 1998
- Amended, April, 1996
- Amended April, 1994
- Amended June, 1993

**ARTICLE XVIII**  
**NECESSARY EXPENSE REIMBURSEMENT**

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3 1.0 Teachers who use their personal cars at the request of the District, or who are required to  
4 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.

5 2.0 Teachers with required or assigned duties which include meal periods shall be reimbursed at  
6 the State of California rates based on submission of appropriate receipts. The current meal  
reimbursement rates as of May 2014 are:

7	Breakfast	\$7
8	Lunch	\$11
9	Dinner	\$23

10 For meals as part of a conference (banquet, special meals, etc.) the amounts may be  
11 exceeded provided that appropriate receipts and a copy of the conference program are  
submitted to the District.

12  
13 Amended April 2014

Amended 2013

14 Amended June 2005

Amended October, 2001

15 Amended May, 1997

16 Amended June, 1993

Amended June, 1988

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**ARTICLE XIX  
TEACHER SAFETY**

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- 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 XX  
CALENDAR**

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- 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 a flood causing the closing of the school beyond the number of days allocated for flood in the school calendar, the Board reserves the right to increase the school year to meet state requirements for pupil attendance for funding reimbursement/
- 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.

Amended April 2014  
Amended June 2013  
Amended August, 2000  
Amended June, 1988

**ARTICLE XXI**  
**DURATION OF AND PROCEDURES FOR MODIFYING**  
**THIS AGREEMENT**

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- 2
- 3 1.0 This Agreement shall remain in full force and effect through June 30, 2018.
- 4
- 5 2.0 The Association will present to the District its initial proposals no later than February 1 of
- 6 the prior school year. After receipt of the Association's initial proposals, the District will
- 7 sunshine its initial proposals no later than the regular March meeting of the Board of
- 8 Trustees.
- 9
- 10 3.0 The Association shall have the right to have no more than three representatives to meet and
- 11 negotiate with representatives for the Board of Trustees. Release time shall be granted
- 12 Association negotiators to prepare and negotiate. Negotiations shall take place at mutually
- 13 agreeable times and places.
- 14
- 15 4.0 Each party has the option of submitting two (2) articles for reopeners for 2016-17 and 2017-
- 16 18.

17 Amended September 2015

18 Amended June 2014

19 Amended June 2013

20 Amended August, 2008

21 Amended May, 2005

22 Amended April, 2005

23 Amended November, 1998

24 Amended January, 1996

25 Amended April, 1994

26 Amended June, 1993

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**ARTICLE XXII  
WAIVER**

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- 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 XVII, 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 XXIII  
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.

**SIGNATURE PAGE**

In witness thereof the parties have caused the amendments to this Agreement to be signed by their respective Presidents, attested to by their respective spokespersons, and their signatures placed thereon, on the dates noted.

FOR THE GEYSERVILLE UNIFIED  
SCHOOL DISTRICT:

FOR THE GEYSERVILLE TEACHERS  
ASSOCIATION:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
GTA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
GTA Chief Negotiator