

**CONTRACT AGREEMENT**

**BETWEEN**

**THE GEYSERVILLE  
TEACHERS ASSOCIATION**

**AND**

**THE GEYSERVILLE  
UNIFIED SCHOOL DISTRICT**

**FOR THE PERIOD**

**July 2019 through June 30, 2022**

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## **ARTICLE I - AGREEMENT**

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

## **ARTICLE II - RECOGNITION**

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

### **ARTICLE III - MANAGEMENT RIGHTS**

- 1.0 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, and/or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue, and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any emergency matter.
- 2.0 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the laws of the State of California.
- 3.0 The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 4.0 The Board of Trustees retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

## **ARTICLE IV - ORGANIZATION RIGHTS**

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

Amended June, 1988

Amended September, 2018

## **ARTICLE V - UNIT DUES AND PAYROLL DEDUCTIONS**

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

2.0 Dues Paying Members

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

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

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

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

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

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



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

Amended September, 2018  
Amended September, 2015  
Amended June, 1988

## ARTICLE VI - DISCIPLINARY ACTION

### 1.0 Purpose

- A. The purpose of this Article is to provide a corrective and remedial sequence of steps as a means of disciplining certified employees if the need arises. It is the intent of the parties that the due process rights of employees shall be strictly adhered to in the course of its use, and also that the District is able to fulfill its responsibilities to the reporting party under applicable state and federal antidiscrimination law. It is furthermore agreed that an open, respectful and fair approach by both parties in implementing this Article shall be the standard.
- B. No unit member shall be disciplined without just cause, due process, and utilization of the principles of progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably require immediate action by the District.
- C. The following just cause guidelines shall be recognized:
  - 1. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
  - 2. A fair and objective investigation shall be conducted by the District.
  - 3. When an adult makes a complaint about a unit member, significant enough to be considered for action under 3.0, the adult shall submit the complaint in writing or be willing to meet with an administrator and the unit member or a unit representative to provide sufficient information to enable the unit member to respond to the complaint.
  - 4. The unit member may respond verbally or in writing to the complaint.
  - 5. Rules, orders, and penalties shall be applied fairly and equitably.
  - 6. Disciplinary action should be appropriate and reasonable related to the nature of the offense as listed in Section 2.0.

### 2.0 Definitions

- A. *Discipline*, for purposes of this article shall mean oral or written reprimands and/or 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.

### 3.0 Causes for Disciplinary Action

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

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

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

### 4.0 Disciplinary Actions

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

- A. Verbal Warning
  - 1. On the occasion of the alleged infraction, a conference shall be held with the immediate supervisor to hear the unit member. Prior to the conference, the unit member shall be advised of the purpose of the conference and his or her right to GTA representation.

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

B. Written Reprimands

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

C. Suspension with or without Pay

1. When a unit member is to be suspended with or without pay, specific written charges shall be prepared by the Superintendent or his or her designee. Such charges shall state the specific facts and/or instances underlying those charges. The charges shall be incorporated in a notice of the intent to take disciplinary action.
2. The written statement of charges shall also include notice of the recommended discipline.
3. The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.

Any such suspension shall be based upon verified information.

4. The written notice of charges shall also offer the unit member an opportunity to meet with the superintendent or his or her designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by an Association representative at all stages of the procedure, including the meeting with the superintendent or his or her designee.
5. Included in the written notice of charges, the unit member shall be informed of his or her right to a hearing to appeal such charges. The unit member shall have fifteen (15) school days (from the date of personal service or postmark if the notice is certified mail), in which to request, in writing, a hearing. Such request for a hearing must be received by the superintendent or his or her designee within the fifteen (15) day period. A card shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing before an arbitrator.
6. If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the superintendent shall be final and shall be implemented at the direction of the superintendent.
7. The District shall notify the Association concurrently with the unit member of any disciplinary action taken or contemplated.
8. A copy of any documents and other materials upon which charges are based or specific reference to these items and where they are available shall be made available for the unit member's review.
9. Suspension with or without pay under this procedure shall not exceed fifteen (15) days, unless required by law.
10. Suspension may be without pay, but shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. No suspension shall exceed fifteen (15) days in duration, unless required by law, and no suspension period shall be carried over from one school year to the next, unless such action could not reasonably be carried out within the last two weeks of the school year or unless the final decision took place during summer vacation.
11. Any suspension of a unit member shall be with pay pending final disposition of the case.
12. All three types of disciplinary action (4.0) including timelines, notices, and conferences shall be waived in circumstances where the District believes that the employee's conduct may constitute a hazard or a clear

possibility of a hazard to students, other employees or property, or involves dishonest or gross misconduct. However, in such circumstances, the requirements of documented specificity of charges shall not change nor prohibit the opportunity for appeal in the case of suspension.

#### 5.0 Appeal for Hearing by Arbitrator

- A. Upon timely request for a hearing by the unit member, the Association shall immediately request a list of arbitrators from the State Conciliation and Mediation Service. The person who shall conduct the hearing shall be selected by alternately striking names from the list supplied by the Service. The order of striking will be determined by mutual agreement between the superintendent and the unit member or their designees or by the flip of a coin.
- B. Such hearing should be held within thirty (30) calendar days of the request for a hearing unless the parties agree otherwise. The State Conciliation and Mediation Service shall be informed of this time line.
- C. The decision of the arbitrator shall be in writing and shall be final and binding on all parties.
- D. All issues and defenses regarding the charges, penalty, and procedure must be raised before the hearing officer at the hearing.
- E. The costs for such arbitrator, if any, shall be equally divided between the parties.
- F. The arbitrator shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- G. Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representatives.
- H. Such a hearing shall be closed and not be open to the public, unless so requested by the unit member.
- I. A court reporter shall be present at the hearing at the request of either party or the arbitrator. 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.
- J. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

Amended February, 2019  
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 unit members must use this time to communicate with one another about student, curriculum, program and other instructional concerns. Unit members shall remain on District property during this time, unless advance permission to leave campus has been granted by a supervisor. It is not a preparation period.

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

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



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

Amended June, 2013

Amended November, 1999

Amended March, 1998

Amended November, 1983

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

### 1.0 Non-Paid Extra-Curricular Duties

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

### 2.0 Paid Extra-Curricular Duties

- A. Paid extra-curricular duties are teacher assignments agreed upon by the teacher and approved by the Board or its designee which involve non-classroom Student activities approved by the Board.
- B. Teachers performing such duties shall be compensated according to Appendix A.
- C. Pay for paid extra-curricular duties shall be given at the end of the activity.
- D. In the event that an activity listed under the extra-curricular pay schedule is canceled during the period of the activity, the pay shall be proportional to the amount of time for the activity compared to the normal length of time of the regular activity.
- E. In the event the activity is canceled before it starts, no pay shall accrue to coach, director, or supervisor.
- F. The District shall develop job descriptions in consultation with the Association.
- G. The extra duty hourly rate for activities such as curriculum development, home teaching, driver training, translation, and such other assignments as determined by the District shall be \$30.00.

### 3.0 Voluntary Inservice

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

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

4.0 Required Inservice

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

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

## **ARTICLE IX - GRIEVANCE**

### **1.0 Definition**

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

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

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

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

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

### **2.0 Purpose**

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

### **3.0 Time Limits**

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

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

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

## 4.0 Procedure

### Informal Level

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

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

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

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

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

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

### Formal Level

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

After exhausting the Informal Level, and within fifteen (15) days after signing the Termination of Informal Level Discussions, the grievant shall present 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.

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

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

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

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

*B. Level II Appeal to the Superintendent*

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

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

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

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

*C. Level III Mediation*

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

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

D. *Level IV* Arbitration

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

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

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

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

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

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

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

The decision of the arbitrator shall be final and binding.

Amended February, 2019  
Amended January, 1992  
Amended October, 1980

## ARTICLE X - LEAVES

### 1.0 General Leaves

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

### 2.0 Jury Leave

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

### 3.0 Personal Leave

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

### 4.0 Personal Necessity Leave

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



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

#### 5.0 Personal Illness and Injury Leave (Sick Leave)

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

#### 6.0 Extended Illness Leave (Differential Leave)

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

## 7.0 Bereavement Leave

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

## 8.0 Pregnancy Disability Leave (Unpaid)

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

## 9.0 Child Rearing Leave

- A. The Board may, upon written request, provide a unit member who is a natural or adopting parent an unpaid leave of absence for purpose of rearing 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 Parental/Child Bonding Leave

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

## 11.0 Compensatory Time

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

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

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

## 12.0 Other Leaves Of Absence

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

## 13.0 Catastrophic Leave

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

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

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

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

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

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

#### 14.0 Miscellaneous

- A. Upon returning from an authorized leave of absence, a unit member shall be entitled to return to the teaching assignment held immediately prior to the commencement of the leave, or if not available, an equivalent position within his/her field of competency.
- B. During an authorized unpaid leave of absence, the unit member may elect to continue medical, dental insurance and other district-provided benefits at 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.

#### 15.0 Family Medical Leave Act

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

Amended February, 2019

Amended May, 2005

Amended January, 2005

Amended March 2004

Amended December, 1982

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

### 1.0 Definitions

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

### 2.0 Vacancies and Assignments

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

- A. The District shall deliver to each unit member and post in each school building position announcements for all vacancies and new positions which occur during the school year. Each position announcement shall contain the following:
  - 1. A closing date which is a least ten (10) working days following the posting date.
  - 2. A job description.
  - 3. Credentials and qualifications necessary to meet the requirements of each position.
- B. By March 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 and email a position announcement to each unit member's current mailing address and District email address on file with the District provided the teacher has specifically requested to be contacted during the summer. Teachers shall have ten (10) days to respond after receiving the position announcement.
  - H. If the tentative assignments are changed during the summer, unit members who are affected shall be notified as soon as possible by mail addressed to the members' current mailing addresses on file with the District.
  - I. No permanent assignment to fill a vacancy shall be made until after the closing date of the position announcement.

### 3.0 Voluntary Transfers and Voluntary Reassignments

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



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

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

#### 4.0 Involuntary Transfers and Involuntary Reassignments.

- A. Involuntary transfers, involuntary reassignments, and involuntary classroom moves shall not be punitive or disciplinary in nature.
- B. No unit member shall be involuntarily transferred and/or involuntarily reassigned more than once in three (3) years.
- C. Any unit member who is transferred involuntarily shall receive \$300.00. The District shall provide adequate release time during the school year to effect the move.
- D. An involuntarily transferred teacher shall have priority status, even over senior members, to regain his or her former assignment should the position become vacant again.
- E. An involuntary transfer or reassignment shall be made by the District principal or his or her designee on the basis of credential, training, experience, ability, seniority, and program needs and requirements. When all factors are perceived equal, or if more than one member is considered a good choice to transfer, then seniority shall be the determining factor in making the final decision. The teacher with the least district-wide seniority shall be selected to fill the vacancy.
- F. If a member who is transferred or reassigned involuntarily feels that 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.

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 \$300.00 or two days of release time during the year to effectuate the move.

Amended September, 2018

Amended March, 2007

Amended January, 1996

Amended December, 1982

## **ARTICLE XII - LAYOFF**

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

## 5.0 Benefits for Laid Off Unit Members

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

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

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

## 6.0 Re-Employment Rights

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

7.0 Miscellaneous

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

Amended April, 1994

New Article November, 1983

## ARTICLE XIII - PEER ASSISTANCE AND REVIEW

### 1.0 Purpose

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

### 2.0 Definitions

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

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

- A. The Joint Committee shall make all decisions through consensus for appointments, reports and recommendations to the Superintendent, and program plans and budget. Every effort will be made to reach consensus. Failing consensus, decisions will be made by majority vote. All three (3) members of the Joint Committee will constitute a quorum for the purposes of meeting and conducting business.
- B. The Joint Committee shall establish its own meeting schedule. Such meetings shall take place during the regular workday. Teachers who are members of the Joint committee shall receive a stipend of up to \$2,000 for the initial planning year, and up to \$1,000 each subsequent year, and will be released from their regular duties to attend meetings without loss of pay or benefits.
- C. The Joint Committee shall be responsible for the following:
1. Providing annual training for Joint Committee members.
  2. Adopting rules and procedures to effect the provisions of this Article, including but not limited to a method for selecting a Chair and another person to take and maintain meeting minutes. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
  3. Establishing application procedures for Consulting Teachers.
  4. Establishing, a consortium with neighboring elementary and high school districts to provide a diversified group of Consulting Teachers.
  5. Selecting the panel of Consulting Teachers.
  6. Provide training for Consulting Teachers prior to the Consulting Teachers' participation in the program.
  7. Selecting trainers and/or training providers which may include district, university, CTA staff and/or private consultants.
  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.
  9. Distributing at the beginning of each year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
  10. Reviewing the final reports prepared by the Consulting Teacher.

11. Making recommendations to the superintendent regard the Referred Participating Teacher's progress in the Peer Assistance Program by May 15. The recommendation is to consist of:
  - a) Referred Participating Teacher's name
  - b) Referred Participating Teacher did or did not participate fully in the Peer Assistance Program, 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 Occupation 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.
12. Evaluating annually the impact of the Peer Assistance Program in order to improve the Program.
13. Developing the budget for the Peer Assistance program beginning with the 2000-2001 school year.
14. Planning staff development activities for the Peer Assistance Program with year-end carryover funds.
15. Submitting an annual budget to the District for Board of Trustees approval.

#### 4.0 Confidentiality

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

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



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

#### 6.0 Volunteer Participating Teacher

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

#### 7.0 Beginning Participating Teacher

- A. The purpose of participation in the Peer Assistance Program for the Beginning 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.
- C. The Consulting Teacher shall not prepare any written report regarding a Volunteer Participating Teacher other than a log of dates and times of meetings.
- D. A Beginning Participating Teacher may terminate his or her participation in the Peer Assistance Program at any time. Terminating participation will not be reflected evaluation or any report.

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

## 8.0 Consulting Teacher

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

- A. Consulting Teacher positions shall be filled by the posting of the Position by the District. Each applicant is required to submit a completed application. All applications shall be treated with confidentiality and they shall not be placed in Consulting Teacher personal file. The Joint Committee procedures for selecting Consulting Teachers shall include provisions for classroom observation of the Consulting Teacher candidates.
- B. A Consulting Teacher shall be provided release time as determined by the Joint Committee. The term of the Consulting Teacher shall be two (2) years, and he or she may not serve in the position for more than two (2) consecutive terms.
- C. Functions performed pursuant to this Article by bargaining unit members shall not 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:
  - 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 submits it to the Joint Committee by the last day of April. The Participating Teacher's signature does not mean agreement, but rather that he or she has received a copy of the report. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) days and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee before May 15, and to be represented at this meeting the Association Representative of his or her choice.

- 9.0 The results of the Referred Participating Teacher's participation in the Peer Assistance Program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Participating Teacher.
- 10.0 Unit members who perform functions as Consulting Teachers or Joint Committee members under this Article shall have the same protection from liability and access to defense as other bargaining unit members.
- 11.0 Budget for Peer Assistance Program
- A. The 2000-2001 budget for the Peer Assistance Program shall be developed by the parties to this Agreement with the understanding that the Joint Committee, when seated, may find need to amend the budget when developing the Program. For the 2000-2101 school year and every year thereafter, the Joint Committee shall develop the budget which shall be submitted to the District's Board of Trustees for approval.
- B. The budget for the Peer Assistance Program shall not, in any one year, exceed the funding allocation for that year, including any carryover funds.
- C. Any and all funds remaining in the Peer Assistance program at the end of a fiscal year shall be allocated for the purpose of staff development as outlined in Section 3.0 C of this Agreement governing responsibilities of the Joint Committee.

New Article May, 2000

## **ARTICLE XIV - EVALUATION PROCEDURE**

### 1.0 Goals of Evaluation of Certified Personnel

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

### 2.0 Frequency of Evaluation

#### A. Permanent and Probationary Certificated Unit Members

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

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

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

#### B. Temporary Unit Members

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

### 3.0 Areas of Evaluation

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

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

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

#### 4.0 Classroom Observations

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

Within ten (10) work days after each regular classroom observation, the evaluator will hold a conference with the evaluatee in order to discuss the observation. The evaluatee shall bring 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 within ten (10) workdays of the event which give rise to the concern. The

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

## 6.0 Miscellaneous

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

Amended January 2020

**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

- 1.0 Initial placement on the salary schedule shall reflect credit for previous teaching experience (while credentialed and in a recognized school) up to and including ten (10) years of experience and education.
- 2.0 Units earned for column change on the Salary Schedule are limited to a maximum of six (6) units per semester for full-time teachers, and a total of ten (10) units during the two semesters of the school year. Teachers may petition the Board to earn units for column changes on the salary schedule in excess of the above stated maximums. No more than four (4) units may be earned in a single course. Such courses shall be from an accredited college or university. Masters degrees for placement in Column V shall be earned in an accredited college or university.
- 3.0 Units which may be used for column change shall be earned in courses which are closely related to either the teacher's current or upcoming assignment or which are clearly related to general educational improvement. The school administrator shall approve, prior to their being earned, all courses to be used for column advancement.
- 4.0 The Masters Degree will be recognized by the payment of \$1,000.00 annually. This amount will be pro-rated monthly.
- 5.0 For the 2012-13 school year, each full-time unit member shall receive 2.5% off schedule salary increase. Such increase shall be subject to STRS. For part-time unit members, the amount shall be pro-rated based on their FTE.
- 6.0 For the 2013-14 school year and effective July 1, 2013, the salary schedule shall be increased by 2.5%.
- 7.0 For the 2014-15 school year and effective July 1, 2014, the salary schedule shall be increased by 3%.
- 8.0 Effective July 1, 2015, the salary schedule shall be increased by 3%.
- 9.0 Effective July 1, 2019, the salary schedule shall be increased by 3.5%.

Amended January 2020  
Amended September 2015  
Amended April 2014  
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 2019-20 is as follows:

	2019-20
Employee only	\$5,465.51
Employee + 1	\$9,756.17
Employee + 2 +	\$12,769.95

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 a proportionate percentage of the cost of the benefits based on the salary of a full-time employee. Unless the part-time employee pays the difference between the District's contribution and the full cost of the health and welfare benefits, the District will not contribute.
- 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 January 2020  
Amended February, 2019  
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**

- 1.0 Teachers who use their personal cars at the request of the District, or who are required to attend in-service meetings at places other than their regular place of employment will be reimbursed at the I.R.S. rate per mile for excess mileage.
- 2.0 Teachers with required or assigned duties which include meal periods shall be reimbursed at the State of California rates based on submission of appropriate receipts. The current meal reimbursement rates as of May 2014 are:

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

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

Amended April 2014  
Amended 2013  
Amended June 2005  
Amended October, 2001  
Amended May, 1997  
Amended June, 1993  
Amended June, 1988

## **ARTICLE XIX - TEACHER SAFETY**

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

## ARTICLE XX - CALENDAR

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

Amended January 2020

Amended April 2014

Amended June 2013

Amended August, 2000

Amended June, 1988

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

- 1.0 This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2022.
- 2.0 The Association will present to the District its initial proposals no later than February 1 of the prior school year. After receipt of the Association's initial proposals, the District will sunshine its initial proposals no later than the regular March meeting of the Board of Trustees.
- 3.0 The Association shall have the right to have no more than three representatives to meet and negotiate with representatives for the Board of Trustees. Release time shall be granted Association negotiators to prepare and negotiate. Negotiations shall take place at mutually agreeable times and places.
- 4.0 Each party has the option of opening salary, health/welfare benefits, and two (2) additional articles each for negotiations during reopener years.

Amended January 2020  
Amended September 2015  
Amended June 2014  
Amended June 2013  
Amended August, 2008  
Amended May, 2005  
Amended April, 2005  
Amended November, 1998  
Amended January, 1996  
Amended April, 1994  
Amended June, 1993

## **ARTICLE XXII - WAIVER**

- 1.0 Any individual contract between the Board and an individual employee within the representational unit of this contract heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.
- 2.0 This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the Established policies of the Board.
- 3.0 During the term of this Agreement, the Association and the Board waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter (with the exception of the provision in Article XVI, Salary) whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.
- 4.0 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 5.0 A teacher's letter of resignation to the Board shall remain revocable until such time as the Board officially takes action on such notification.
- 6.0 Within thirty (30) days of ratification of the Agreement by both parties, copies of the contract will be dispersed to all members of the Bargaining Unit. Cost for reproduction of contract shall be shared equally by the parties.
- 7.0 "Teacher" refers to any employee who is included in the appropriate unit as defined in Article 11 and therefore covered by the terms and provisions of this Agreement.



## **ARTICLE 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

## **APPENDIX A: EXTRA-CURRICULAR SALARY SCHEDULE**

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

**APPENDIX B: GRIEVANCE REPORT FORM**

## **APPENDIX C: EVALUATION FORMS**

**APPENDIX D: SALARY SCHEDULE**

Geyserville Unified School District  
 Certificated Salary Schedule

**2019-20**      183 days

Range	<b>II</b>	<b>II</b>	<b>IV</b>	<b>V</b>
Step	BA +30	BA + 45	BA + 60	BA + 75/MA
<b>1</b>	46,912	49,298	51,688	54,075
<b>2</b>	48,344	50,731	53,121	55,508
<b>3</b>	49,776	52,163	54,553	56,941
<b>4</b>	51,210	53,597	55,985	58,373
<b>5</b>	52,641	55,030	57,417	59,804
<b>6</b>	54,075	56,462	58,850	61,238
<b>7</b>	55,508	57,896	60,283	62,670
<b>8</b>	56,941	59,327	61,715	64,103
<b>9</b>	58,373	60,760	63,148	65,536
<b>10</b>	59,804	62,191	64,582	66,968
<b>11</b>	59,804	63,626	66,014	68,400
<b>12</b>		65,058	67,447	69,834
<b>13</b>			68,880	71,266
<b>14</b>			70,312	72,699
<b>15</b>			71,743	74,132
<b>16</b>			72,323	74,711
<b>17</b>			72,903	75,291
<b>18</b>			73,483	75,870
<b>19</b>			74,061	76,450
<b>20</b>			74,643	77,030
<b>21</b>			75,220	77,610
<b>22</b>			75,801	78,189
<b>23</b>			76,381	78,768
<b>24</b>			76,959	79,348
<b>25</b>				79,348
<b>26</b>				79,348
<b>27</b>				79,348
<b>28</b>				79,348
<b>29</b>				79,348
<b>30</b>				79,348
<b>31</b>				79,348

Board Approved December 12th, 2019

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

**APPENDIX E: DISTRICT CALENDAR**

**APPENDIX F: CERTIFICATED RELEASE (COMP) TIME LOG**



GEYSERVILLE UNIFIED SCHOOL DISTRICT

**CERTIFICATED RELEASE (COMP) TIME LOG**

Employee: \_\_\_\_\_

School Year: \_\_\_\_\_

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

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

**Comp Time Earned**

<b>Date Accrued</b>	<b>Number of Periods Earned</b>	<b>Reason</b>	<b>Site Administrator Approval &amp; Date</b>

**Time Used:  Comp**

<b>Date of Use</b>	<b>Number of Periods Used</b>	<b>Reason</b>	<b>Site Administrator Approval &amp; Date</b>

Updated: 09/17/18