

2023-2026 AGREEMENT

BETWEEN

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

AND

GALT ELEMENTARY FACULTY ASSOCIATION



Board President



GEFA President

Updated as of January 23, 2024

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ARTICLE I
AGREEMENT

This agreement is between the Board of Education of the Galt Joint Union Elementary School District (hereafter referred to as "District") and the Galt Elementary Faculty Association affiliate with the CTA/NEA (hereafter referred to as "Association").

ARTICLE II
RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all certificated teachers, including the following categories:
Part-time teachers, interns, teachers in projects that are specially funded, summer-school teachers, teacher tutors, preschool permit teachers, speech-language pathologists, credentialed district nurse, school psychologists
And excluding:
Substitutes
- B. "Teacher" shall be defined as any member of the bargaining unit covered by the terms of this Agreement.
- C. A "day" is any workday in which the District Office is open for business.
- D. A "supervisor" shall be defined as the person responsible for a teacher's evaluation.

ARTICLE III
ASSOCIATION RESPONSIBILITIES

- A. The Association shall file with the Superintendent and keep current the following information:
1. Name, mailing address, email address and telephone number of the officers of the Association.
 2. Name mailing address, email address and telephone number of the members of the Association's bargaining team authorized to represent the Association in the bargaining process.
- B. Any Association correspondence related to the negotiations process shall be directed to the Superintendent.

ARTICLE IV
PROFESSIONAL DUES

- A. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver the Association an assignment authorizing deduction of unified membership dues, initiation fee and general assessments in the Association. Upon receipt of the notification from the Association, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.
- B. With respect to all sums deducted by the District pursuant to paragraph A above, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made and indicating any changes in personnel from the list previously furnished.
- C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that adding new members, maintaining current members, or dropping members who complete the process with the Association is entirely a function of the Association, and no part of the collective bargaining Agreement may interfere with the union-membership process.
- D. The Association agrees to pay to the District all reasonable legal fees incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the provisions of this Article or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be resisted, defended, tried, or appealed.
- E. The District shall not end dues deductions for a member who wished to terminate his/her membership until the Association notifies the District that the request to drop membership has been processed by the Association.

ARTICLE V

HOURS

- A. A regular workday for all teachers shall be seven (7) hours.
- B. The regular teacher workday shall include a duty-free lunch period of at least thirty (30) minutes, or equivalent to the student lunch period. Middle school will be provided with a passing before and after lunch.

Morning Relief Period:

- a. Full day elementary teachers have a morning recess.
 - b. Middle school teachers will have either a prep before lunch or have the early lunch.
- C. Staff are required to attend no more than one (1) staff meeting after school per month. Staff meetings should be no longer than sixty (60) minutes beyond contract hours. Site administration has the flexibility to schedule professional development during regular staff meetings. In a month where a mandatory Professional Development/Training (ex: "Takeaway Tuesdays") is scheduled, no mandatory staff meeting or additional training after contract hours shall be held.

D. Adjunct Duty

- 1. The District recognized that teachers participate in adjunct duties, duties that extend beyond the normal work day, on an assigned and/or voluntary basis. Teachers are responsible for adjunct duties, when mandated by District and/or site, for a maximum of five (5) additional non-compensated hours per month.
- 2. SCOE Teacher Inductions participants, intern teachers, teachers involuntarily placed in PAR, GEFA president and bargaining chair, and teachers participating in the Sly Park Outdoor Learning or Washington D.C. field trip are excused from non-compensated committee work. The teachers must participate in staff meetings, required trainings, Open House, Back-to-School Night, and SST/MTSS/IEP meetings.
- 3. For effective use of District and/or site-mandated hours, and to avoid any scheduling conflicts, each school shall designate a place for posting mandated activities.

4. Activities shall be planned as far in advance as possible, and except for emergency situations, teacher shall be notified at least forty-eight (48) hours in advance.
5. Adjunct duties that count towards the five (5) hour adjunct duty limit include Open House, Back-to-School Night, staff meetings (outside the contract day), SSTs/MTSS/IEP meetings (outside the contract day), non-compensated committee work, non-compensated staff development, and parent informational-events or activities. Other activities may be considered with prior administrator approval. Once the five (5) hour adjunct duty limit is met, teachers shall be compensated at the adjunct duty rate for mandatory duties that exceed the five (5) hour limit.
6. Adjunct duties that do not count toward the five (5) hour adjunct duty limit include Parent Conferences, Academic Progress Conferences, Report Card preparation, any compensated committee work and compensated staff development activities. Information regarding staff development activities shall include teacher compensation and time expectations. Compensation includes either:
 - a. A stipend designed for a specific staff development activity,
 - b. The Adjunct-Duty rate for mandatory site and/or District staff development that extends beyond the regular work day.
7. Certificated staff required to participate in Open House, Back-to-School Night, and Parent Conferences will not be required to attend any site or District level meetings scheduled the day before or the day(s) on which the activity takes place. Certificated staff required to complete report cards will not be required to attend district or site-level meetings beyond the contract day during the last week of each trimester and the following week. Staff will not be required to attend district or site-level meetings beyond the contract day for the final two weeks of the final trimester of the school year, except for promotional activities planning at the middle school.
8. Seven (7) "minimum days" shall be scheduled for parent conferences in Full Day TK through Grade 8. In years in which MTYRE is in place and the MTYRE calendar is one-hundred seventy-seven (177) instructional days or longer, the instructional day shall not exceed 4.5

hours per day during Parent Conference week. During the middle school conferences, the instructional day shall not exceed 4.75 hours. In years in which the MTYRE calendar is one-hundred seventy-six (176) instructional days or less, daily instruction shall end following the regular modified Wednesday dismissal time.

9. On those days when teachers are required to return for Open House and Back-to-School nights, teachers shall be permitted to leave school after students have been dismissed for the day.
10. Teachers shall attend up to ninety (90) minutes per site, per event for Back-to-School and Open House nights. Teachers shall not be required to attend these events beyond 7:30pm.
11. Compensation shall be provided for the following additional adjunct duties:
 - a. Extended Day teachers will receive the hourly adjunct duty rate.
 - b. SCOE Teacher-Induction coordinator and all teacher mentors will receive an honorarium.
 - c. Intramural and/or interscholastic sports coaches will receive a stipend determined by the district.
 - d. Club advisors for clubs approved by the site administration shall receive stipends determined by the site.
 - e. Independent Study (IS):
 - 1) TK-6 Teachers administering Independent Study contracts shall be compensated at a rate of two (2) hours of adjunct duty per Independent Study contract.
 - 2) For 7-8 teachers, the two (2) hours of adjunct duty pay, per contract, shall be prorated among the core subject matters (Language Arts, Math, Social Studies, and Science).
 - 3) For IS contracts of more than five (5) days, teachers shall be compensated an additional 1 hour of adjunct duty pay.
 - f. Two (2) hours of adjunct duty shall be paid to TK-6 teachers and 0.5 hours to 7-8 teachers for every ten (10) consecutive days of work prepared for the home-hospital program.
12. All positions receiving compensation shall be posted.
13. All adjunct duties that receive compensation (stipend, adjunct duty rate, and/or District credit) are not

considered part of the five (5) hour adjunct duty limit.

- E. On the day prior to Thanksgiving, Winter, and Spring recess, teachers shall be permitted to leave after students have been dismissed.
- F. Instructional planning/preparation time
 1. Planning/prep time at the middle school shall be provided to each classroom teacher within the regular student-contact time. Preparation time provided shall be equivalent to one period per day. All other teachers shall build equivalent preparation time into their schedule. In the event preparation time is not taking place, teachers shall work with the school principal to ensure preparation time is provided.
 2. Classroom teachers (grades 4-6) shall be provided with one-hundred-twenty (120) minutes of teacher preparation time weekly during their student-contact time with no individual preparation period being less than thirty (30) minutes in length. Classroom teachers (full-day TK-3rd) shall be provided with seventy (70) minutes of teacher preparation time weekly during their student contact time.
 3. Part-time teachers shall be provided preparation time on a prorated basis. All other teachers shall build equivalent preparation time into their schedule. In the event preparation time is not taking place for Special Education teachers, they shall work with the school principal to ensure that preparation time is provided.
 4. The principal and all teachers at each elementary site shall determine the methods to be used for equitable scheduling of preparation time. Monday preparation time shall be rotated among teachers at all grade levels at all sites on an annual basis.
 5. A teacher, who is unable to receive his/her preparation time because of the absence of a specialist teacher, shall be provided with an equivalent "make-up" time within thirty (30) days. A "make-up" schedule shall be determined by mutual agreement of the site principal and the teacher. A teacher who is unable to receive his/her preparation time because of the absence of a specialist teacher, within thirty (30) days, shall be compensated at the current, adjunct rate, on a pro-rated basis. Make up

preparation time shall not be made up or compensated for the following:

- short work week
- holiday
- parent conference
- minimum day
- staff-development days

6. On scheduled, non-student contact workdays, teachers shall receive a minimum of thirty-five (35) minutes for preparation time.

G. Preparation Teachers

Preparation teachers may be assigned a maximum of thirty-six (36) instructional periods per week with adequate passing time of up to five (5) minutes between preparation periods. Preparation teachers shall be entitled to their own preparation time equivalent to intermediate grade teachers' minutes per week, to be built into their schedule, with no individual preparation period being less than thirty (30) minutes. Adequate travel time between sites shall be built into the work day for those preparation teachers who are assigned to more than one site in a day.

- H.
1. School Psychologists and the District Nurse shall work eight (8) hours per day.
 - a) A duty-free lunch period of thirty (30) minutes.
 - b) A fifteen (15) minute break, twice a day.
 2. School Psychologists and the District Nurse shall attend additional meetings of nursing staff, grade level, special education, county workshops and other site meetings as requested by administration.
 3. School Psychologist and the District Nurse shall work a one hundred ninety-five (195) day school year commensurate with the approved school calendar.
 4. It is expected each School Psychologist and the District Nurse will make appropriate long-range plans for his/her professional duties as well as attend all required site staff meetings and site/district professional opportunities.
 5. School Psychologists and the District Nurse may exchange up to five (5) non-student work days after the end of the instructional year for the equivalent amount of work (8-hour day) done during holidays and breaks. Employees wishing to exchange days during the school year must submit a request to their site

administrator prior to the break or holiday they will be working.

6. Adjunct duty hours for School Psychologists and the District Nurse will only include required professional development, IEPs, and assessment and IEP report development. If a meeting begins during the contracted day and extends beyond 4:00pm, the School Psychologists and/or District Nurse shall stay until the meeting is completed.
- I.
1. Dismissal on Modified Wednesdays for elementary schools will be ninety (90) minutes less than the regular school day. Dismissal on Modified Wednesdays for middle schools shall be one-hundred five (105) minutes less than the regular school day.
 2. Modified Wednesdays include ninety (90) minutes per week that are set aside for grade-level or department planning and collaboration. For Middle School when teaming is in place: Collaboration will be 30 minutes of team collaboration and 60 minutes of department collaboration. The agenda for this collaboration time will be set by the grade level or department. Minutes/notes shall be made available to administration. Specialists will be given the flexibility to meet with site/district grade-level or department teams.
 3. Once a month after student contact hours, District Speech and Language Therapists and Psychologists will meet for 90 minutes of District Wide, job-like collaboration. Excluding months that have a Fifth Wednesday, August, November, and December. Collaboration notes will be submitted to the Director of Educational Services.
 4. When a fifth Wednesday occurs, excluding the first month of school, it shall be used for District and/or Site Administration articulation purposes. Activities extending beyond the regular work day shall be included in the five (5) hour adjunct duty limit.
- J. Partial Day Kindergarten or Transitional-Kindergarten Hours
1. In addition to their regularly scheduled student contact time, kindergarten or transitional-kindergarten teachers shall be required to provide a minimum of ninety (90) minutes of support per day (Monday, Tuesday, Thursday, and Friday) to a partner teacher (regardless of sharing a classroom). In the event that there is no partner teacher to provide

support, the school will provide an instructional assistant for ninety (90) minutes. In return, the kindergarten or transitional-kindergarten teacher receiving instructional assistant support shall provide ninety (90) minutes of instructional support (M, T, Th, F) to the school.

2. Beginning in 2022-23, transitional-kindergarten adult to student ratio will be no more than 1:12.
3. The contract day for all kindergarten or transitional-kindergarten teachers will begin five (5) minutes prior to the AM student-contact time.

K. Full-Day Kindergarten or Full-Day Transitional-Kindergarten

1. The District may offer full-day kindergarten or full-day transitional-kindergarten at a school site. Full-day kindergarten or full-day transitional-kindergarten teacher positions shall be filled on a voluntary basis. No teacher shall be involuntarily transferred or reassigned to teach in a full-day kindergarten or full-day transitional-kindergarten class. Full-day kindergarten or full-day transitional-kindergarten teachers shall receive the same preparation periods, lunch periods, and recess breaks as provided for grades 1-3 teachers.
2. Beginning in 2022-2023, transitional-kindergarten adult to student ratio will be no more than 1:12.

L. Minimum Days

1. The last day of each trimester shall be a minimum day. Dismissal on these dates will be 1:00 p.m. for elementary schools and 1:15 p.m. for middle schools.

M. Unfilled Absence Coverage

1. Upon the absence of a teacher, and in the event the administrator is unable to cover the position, teachers needed to substitute for one (1) hour or more shall be compensated in the following manner:
 - a) Half-day Kindergarten or transitional-kindergarten teachers needed to serve as a substitute for another half-day kindergarten or transitional-kindergarten teacher shall be compensated with substitute pay at the ½ daily rate and provided a duty-free lunch.
 - b) Kindergarten or transitional-kindergarten through sixth grade teachers needed to serve in the absence of a teacher for which there is

no substitute shall be compensated the substitute rate that would have been paid. Should more than one teacher serve a class in the absence of a substitute, then the substitute rate shall be divided equally among the teachers providing instruction.

2. Middle school teachers who volunteer to substitute during their prep, upon the absence of a teacher, shall be compensated for one (1) hour at the adjunct duty rate for each period covered.

ARTICLE VI

WORKYEAR

Traditional Calendar

- A. The work year shall include one-hundred eighty-six (186) teacher workdays:
1. One-hundred eighty (180) instructional days (student contact days).
 2. Three (3) teacher work days that will be scheduled the week prior to the beginning of each school year (pre-service).
 - Up to one day (6 hours), can be determined by site administration.
 - The remaining two (2) days shall be worked by the teacher at his/her work site.
 3. Three (3) staff development days that follow the regulations established by SB 1193, Ed. Code 44579-44579.4:
 - Two (2) days to be determined by site leadership and one (1) day to be determined by the District.
 - In the event that additional articulation is necessary, the District may determine the use of up to two (2) of the three (3) days.

Teachers New to the District

- B. Teachers new to the District shall attend two (2) days of pre-in-service orientation paid at their daily rate, in addition to the one-hundred eighty-six (186) teacher workdays described above.

ARTICLE VII
EVALUATION PROCEDURES

- A. The evaluation of teachers is a function of the teacher's immediate supervisor. Teachers who work at more than one (1) site shall be given a composite evaluation.

- B. Teachers shall be notified at the beginning of the school year if it is their evaluation year. During the first month of the school year, the principal and staff at each site shall meet to review the Certificated Evaluation procedures, tools, timelines, and expectations.

- C. The supervisor may observe a teacher at any time. An observation less than fifteen (15) minutes in duration shall be referred to as a "mini observation". In non-evaluation years, mini observations are supervisory in nature. During the teacher's evaluation year, the supervisor shall observe a teacher's class for a minimum of sixty (60) minutes, which shall take place over at least six (6) visits. In non-evaluation years, at least two (2) mini observations will occur and are supervisory in nature.
 - 1. Probation Teachers shall be evaluated annually. In addition to mini observations, the supervisor shall formally observe the teacher on at least two (2) occasions for a minimum of thirty (30) minutes each. On at least one of these occasions the teacher shall be given prior notice of the observation and a pre-observation conference shall be held.
 - 2. Permanent Teachers with less than ten (10) years of service who have received an evaluation that indicates they have met all standards, shall be evaluated at least every other year. In addition to mini observations, the teacher may request one thirty (30) minute observation with notice.
 - 3. Permanent Teachers who have received an evaluation that indicates they have not met standards shall be evaluated annually. In addition to mini observations, the teacher may request one thirty (30) minute observation with notice.
 - 4. Permanent Teachers who have an assistance plan shall be evaluated annually. In addition to mini observations, the supervisor shall observe the teacher on at least one occasion for an entire lesson. The teacher shall be given prior notice of the observation and a pre-observation conference shall be held.

5. Permanent Teachers with ten (10) or more years of service who have received an evaluation that indicates they have met all standards, shall be evaluated at least every five (5) years. In addition to mini observations, the teacher may request on thirty (30) minute observation with notice.
6. Permanent Teachers with ten (10) or more years of service who have received evaluations that indicates they have met all standards, shall have the opportunity to opt for a self-reflection process which includes using the GJUESD Professional Learning Cycle (rubric). This evaluation process and the completed rubric will serve as the summary evaluation for the year and the completed document will be placed in the teacher's personnel file.
 - a. Teachers meeting the criteria for participation can opt for this option for multiple years.
 - b. For first year participants, this process will include four (4) mini observations conducted by a combination of peer (1-2) and administrator (2-3) or only include four (4) administrator mini observations.
 - c. For continuing participants, this process will include two (2) mini observations completed by the administrator.
 - d. Each time the process and rubric are completed and submitted as the summary evaluation, the five-year process commences.
 - e. At the end of each participating year, if the immediate supervisor (administrator) has documented concerns regarding the teacher's performance such as written feedback on mini observations, written feedback from formal observations, letters of reprimand, etc., the site administrator will notify the teacher that he/she is ineligible to continue participation in the self-reflection rubric and will be placed on the traditional evaluation cycle for the coming year. This new language becomes effective August 2020.
7. Permanent Teachers who have been referred to Peer Assistance and Review (PAR) are evaluated annually. In addition to mini observations, the PAR Action Plan determines the number and type of observations that will occur. These observations are monitored by the PAR panel, in accordance with Article XIV.

- D. The teacher shall be given a written report following any formal observation and an opportunity to discuss the observation with the evaluator no later than five (5) days after the observation. The teacher may attach any written comments to any written observation reports.
- E. The teacher evaluated shall be given a copy of the evaluation, and an opportunity to discuss it with the evaluator, and to attach any comments. The comments shall be attached within a ten-day period following receipt of the evaluation.
- F. Evaluation content shall not be subject to the Grievance Procedures.

ARTICLE VIII
PERSONNEL FILES

- A. The District shall maintain each teacher's personnel file at the District office.
- B. Personnel files may be inspected by the teacher. The teacher may authorize a representative of the Association to inspect his/her file and to copy materials. These rights do not include access to ratings, reports, or records which:
 - 1. Were obtained prior to employment of their person involved.
 - 2. Were prepared by identifiable examination committee members.
 - 3. Were obtained in connection with a promotional examination.
- C. Inspection and copying of materials shall take place in the presence of a designated District management representative.
- D. All requests to inspect the materials must be at a time when the teacher is not required to render service to the District.
- E. Information of a derogatory nature shall not be entered in the file unless and until the teacher is given the opportunity to review and comment. The teacher has a right to have attached to any derogatory statements his/her own comments. This review shall not take place during normal working hours.
- F. When complaints or charges are withdrawn, or in the judgment of the evaluator proven false, they shall not be authorized in the evaluation of the teacher.
- G. Board Members and Management shall consider the content of personnel files to be confidential information.

ARTICLE IX

REASSIGNMENTS

(MYTRE REASSIGNMENTS: See Appendix)

- A. A reassignment refers to any action, which results in the change of grade level and/or subject matter of a teacher within the same school site.
- B. All teachers shall be advised of their tentative assignments for the following year no later than March 1st.
- C. If any teacher's tentative assignment is changes after March 1st and prior to the commencement of the school year, he/she will be notified in writing.
- D. Reassignment (voluntary or involuntary) shall be based on one or more of the following:
 - 1. Class sizes/changing enrollment
 - 2. Special training and/or certification e.g., BCLAD or CLAD
 - 3. District/school needs
 - 4. Recent, in-district experience e.g., grade levels/subject taught, evaluations.
- E. When reassignments are necessary due to reduction within a grade level, the grade level teacher with the least district seniority will be subject to involuntary reassignment.
- F. Teachers subject to involuntary reassignment for the following school year shall receive notice by the closest work day to February 23rd.
- G. A teacher who is involuntarily reassigned shall, upon written request, be given a written statement of the specific reasons why he/she was reassigned, and shall be entitled to conference if requested.
- H. Any teacher requesting reassignment shall notify the site principal in writing by February 15th. This will not preclude interested teachers from applying for positions that occur after February 15th.
- I. No requests for voluntary reassignment shall be granted unless any and all teachers subject to involuntary reassignment have been placed within the applicable posting period.

- J. New teachers may be hired but not assigned to vacancies unfilled or occurring before March 1st. Newly opened positions occurring between March 1st and the March 15th posting period shall be first offered to current certificated staff before new teachers are considered. Newly opened positions occurring after March 15th shall be open to anyone with the appropriate credential, with preferential consideration given to qualified internal candidates.
- K. Tentative reassignments that are solely the result of grade level/subject reduction shall be considered tentative until the first day of student instruction of the following year. If an opening occurs in that grade level/subject, prior to the first day of instruction, affected teachers shall be permitted to return to their previous year's grade level/subject.

ARTICLE X

TRANSFERS

A. Definitions

1. A transfer refers to any action, which results in the movement of a teacher from one (1) school site to another.
2. A vacancy is defined as either a newly created position or an existing position created by either termination, resignation, or retirement.

B. Timeline

1. Known vacancies shall be posted at each school on the closest workday to March 2nd, March 16th, and/or again on the closest workday to April 15th.
2. The posting shall be for a period of not less than five (5) contract days.

C. All efforts shall be made to have transfers occur prior to the beginning of the school year. No transfers shall occur later than October 15th.

D. New teachers assigned to vacancies after October 1st shall not be considered permanently assigned to such a position during the school year in which they are hired.

E. Involuntary Transfers

1. Prior to March 2nd, March 16th, and/or April 15th, the Superintendent shall notify the least senior teacher(s) subject to involuntary transfer due to school closure, program closure or reduction, or excess staff.
2. A teacher may be involuntarily transferred for just cause (proper and sufficient reasons).
 - i. In determining just cause (proper and sufficient reasons), a finding adverse to the teacher is not required, but only a showing that the transfer is in the District's best interest.
3. A teacher who is involuntarily transferred shall, upon written request, be given a written statement of the specific reasons why he/she was transferred and shall be entitled to a conference if requested.
4. Teachers notified shall be given a list of known vacancies on the closest work day prior to February 27th, March 16th, and/or April 15th. Each shall rank up to their top five preferences by the end of the

- applicable posting period. Choice of placement will be based on district-wide seniority. Failure to rank the list by the end of the posting period, shall be considered a waiver of that teacher's preference.
5. Teachers subject to involuntary transfer due to just cause will not be placed until teachers who are subject to involuntary transfer due to school closure, program closure or reduction, or excess staff have been placed.
 6. The involuntary transfer process is complete when the teacher subject to involuntary transfer is placed in a position for which they are qualified. If there are no positions available for which they are qualified, the process is continued into the next posting period.
 7. Placement will be made no later than the end of the April 15th posting period.
 8. A teacher shall not be involuntarily transferred more than once in three (3) years. Teachers subject to involuntary transfer shall not be involuntarily reassigned in that same year.

F. Voluntary Transfers

1. No requests for voluntary transfer shall be granted unless any and all teachers subject to involuntary transfers have been placed within the applicable posting period.
2. Any teacher requesting a transfer shall notify the District Office, in writing, of the vacancy desired no later than the end of the posting period.
3. In making transfers, the Superintendent shall consider transfer requests and the vacancies created if such transfers are approved.
4. Transfers shall be based on one (1) or more of the following:
 - a. Special training and/or certification, e.g., BCLAD or CLAD
 - b. District/school needs
 - c. Recent, in-district experience, e.g., grade levels/subjects taught, evaluations.
5. A teacher who is not selected shall, upon written request, be given a written statement of the specific reason(s) why he/she was not selected and shall be entitled to a conference if requested.
6. At any time prior to the commencement of the school year, two (2) or more teachers may mutually agree to exchange jobs, provided it is approved by the Site Principal(s) and Superintendent.

ARTICLE XI
JOB SHARING

- A. Teachers applying for a job-sharing position shall discuss the terms, compatibility, and assignment of the job-sharing position with the Principal/Administration. If a satisfactory arrangement is agreed upon, it shall be submitted in writing to the Board by the Administration.
- B. All applications for job-sharing positions must be received in writing by the Board prior to the April Board meeting of the year preceding that in which the job-sharing positions will commence.
- C. Each existing job-sharing team must notify the District in writing of its employment intentions for the succeeding year by the March Board meeting.
- D. All decisions regarding job-sharing positions shall be made by the Board no later than the May Board meeting. Job-sharing positions shall be for one (1) school year.
- E. All job-sharing teachers are responsible for materials and information from meetings related to their teaching assignments and are required to attend all in-services required for full-time teachers.
- F. All job-sharing positions shall have a set schedule, including a consistent and regular time to confer and consult with each other weekly, which shall be logged and cleared through the principal.
- G.
 - 1. Salary shall be proportionate to the time served.
 - 2. If the teacher elects to receive medical and/or dental benefits, the District contribution shall be proportionate to the time served. The teacher shall contribute the difference necessary.
 - 3. The total salary and benefits paid to a team shall not exceed the total salary and benefits that would be paid to one (1) teacher in a regular full-time teaching position.
 - 4. Job share teachers shall be eligible for step advancement on the certificated salary schedule, if they are employed no less than 100% of a full-time employment contract within a period of two consecutive years.

5. All job share contracts are restricted to no more than one benefit package per Full Time Equivalent (FTE). However, partners may allocate those benefits among themselves to the degree that is allowed by the insurance carriers and purchase the remaining portion should they desire.

- H. In the event that one or both jobs share partners request a change in their contract (e.g. moving to full-time status) the teachers involved shall discuss the resulting terms and assignments with the principal/administration. The current position shall be filled by the job share partner with the most district seniority.

ARTICLE XII

LEAVES

A. Sick Leave

1. Bargaining unit members shall earn ten (10) days paid sick leave per year, for illness, injury, disability, and/or medical appointments.
 - a. If employed less than 1.0 FTE, sick leave will be prorated.
2. A teacher regularly employed for less than five (5) days a week shall be entitled to sick leave on a prorated basis.
3. Pay for any absences shall be the same as if the bargaining unit member served during the absence, providing the bargaining unit member has not exhausted such leave.
4. Unused sick leave shall accrue without limitation.
5. Credit for sick leave need not be accrued prior to taking leave and it may be taken at any time during the school year.
 - a. If a bargaining unit member is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final warrant.
6. Any bargaining unit member who leaves the District after at least one year of employment and accepts a certificated position in another district, county office of education or community college district within one year shall have transferred with him/her the total amount of accumulated sick leave.
 - a. The District shall not require new employees to waive their leave accumulated in a previous district.
7. Whenever possible, bargaining unit members must report in the employee management system in advance of taking sick leave in order that other arrangements may be made for the services needed.
8. Normally for minor illnesses, a doctor's statement will not be required. However, the District reserves the right to require a bargaining unit member to submit a doctor's statement or other verification to engage for the following reasons:
 - a. in the ADA interactive process, as necessary to comply with the law, or
 - b. if there is a valid reason to believe that the bargaining unit member is abusing this article, or

- c. when the information is necessary to determine which leave, if any, is appropriate.
9. Bargaining unit members returning to work from sick leave involving major surgery of illness lasting more than five (5) days may be required by the District HR department to present a doctor's release verifying medical permission to return to work.
 10. After all earned sick leave days have been used, a bargaining unit member who is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the bargaining unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. Regular sick leave, accumulated sick leave, and the Education Code Section 44977 five (5) month extended sick leave period shall run consecutively. The five months of Education Code Section 44977 extended sick leave shall, however, run concurrently with Federal Medical Leave ("FMLA") or California State Family Care and Medical Leave ("CFRA") provisions. When extended sick leave is used for the purpose of child bonding, it is a separate entitlement of California paid family leave.
 - a. An employee shall not be provided with more than one (Education Code Section 44977) five (5) month extended sick leave period per illness or accident. If a school year ends before the five (5) month period is exhausted, and the employee is still suffering from the same illness or injury, the employee shall be entitled to take the subsequent year's sick leave allotment followed by the balance of the (Education Code Section 44977) five (5) month extended sick leave and all other leave, in the subsequent year. Catastrophic sick leave, if applicable, shall run concurrently with extended sick leave.
 - b. When a Bargaining unit member has exhausted all available sick leave, including regular accumulated sick leave and the (Education Code Section 44977) five (5) month period of extended sick leave, and the bargaining unit member is not

medically able to resume the duties of their position, the bargaining unit member shall, if not placed in another position, be placed on a reemployment list for a period of twenty four (24) months if the Bargaining unit member is on probationary status, or a period of thirty nine (39) months, if the Bargaining unit member is a permanent employee of the District. This twenty-four (24) or thirty-nine (39) month period begins at the end of the (Education Code Section 44977) five (5) month extended sick leave. When the employee is medically able, during the twenty-four (24) or thirty-nine (39) month period, the certificated employee shall be returned to employment in a position for which he/she is credentialed and qualified. The employee does not have the right to return to a particular school or program; the employee will be assigned to employment which meets the needs of the District and the students.

11. Upon the request of the bargaining unit member and at the recommendation of accepted medical provider counsel, the Board may grant up to one year's leave of absence for benefit of the Bargaining unit member's health without pay.
12. Upon retirement, bargaining unit members shall be credited for retirement purposes, the amount of accumulated unused sick leave as provided for in the rules established by the State Teachers' Retirement System (STRS).

B. Bereavement Leave

1. In the event of a death in a bargaining unit member's immediate family, a teacher shall be entitled to five (5) days bereavement leave with pay. Such leave is not deducted from any other leave. The bargaining unit member shall notify the District as soon as possible before taking such leave.
2. Members of the immediate family for the purposes of this agreement shall mean the spouse or registered domestic partner, parent, parent-in-law, foster parent, grandparent, great-grandparent, child, child-in-law, stepchild, foster child, grandchild, sibling, aunt, uncle, niece, nephew, or any relative living in the immediate household of the member.

C. Absence for Jury Duty and Court Witnesses

1. Bargaining unit members may be absent from duty for jury duty without loss of pay. Bargaining unit members must may be asked to present proof of jury duty service to Human Resources such as the Jury clerk slip or summons; otherwise, the absence will be recorded as personal necessity. If a unit member has exhausted personal necessity leave, the unit member will receive unpaid leave for lack of official jury duty documentation.
2. The bargaining unit member shall endorse to the District any pay, exclusive of mileage, received for his/her services. In return, the District will issue to the member full salary payment.
3. Bargaining unit members subpoenaed as a court witness (other than personal business and not brought about through the connivance or misconduct of the unit member) may be absent from duty. The difference between the witness fee (if any) and the unit member's salary will be made up by the District for up to twenty (20) days. Bargaining unit members must present proof of service as a witness to Human Resources; otherwise, the absence will be recorded as personal necessity. If a unit member has exhausted personal necessity leave, the unit member will receive unpaid leave for lack of official witness duty documentation.

D. Family Care and Medical Leave (FMLA/CFRA)

1. Bargaining unit members are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). Family care and medical leave shall be granted consistent with the applicable laws and implementing regulations.
2. Eligibility: To be eligible for family care and medical leave, on the date which leave is to begin, a bargaining unit member must have been employed by the District for at least twelve (12) months, and have been employed for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave.
3. Family Care and Medical Leave Entitlement: Consistent with state and federal law, eligible bargaining unit members are entitled to a total of twelve (12) workweeks of unpaid leave (subject to state and federal parental and maturity maternity leave provisions)

during any twelve (12) month period for any one or more of the following reasons:

- a. The birth of a child and to care for the newborn child
 - b. The placement with the bargaining unit member of a child for adoption, or foster care by the unit member
 - c. To care for the bargaining unit member's child, spouse, or domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or someone else with a blood or family-like relationship with the employee ("designated person") who has a serious health condition.
 - i. A bargaining unit member may identify one designated person per twelve (12) month period.
 - d. Due to a serious health condition of the bargaining unit member that makes them unit member unable to perform the functions of their bargaining unit member's position, except that disabilities resulting from pregnancy, childbirth, or related medical conditions are covered under pregnancy disability leave (California Pregnancy Disability Leave (PDL), Pregnant Workers Fairness Act (PWFA) and FMLA); and
 - e. Due to any qualifying exigency arising out of the fact that the unit member's spouse, domestic partner, child, parent, or next of kin as defined by FMLA/CFRA is a covered military member active on duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (FMLA/CFRA).
4. Family Care and Medical Leave to Care for a Covered Service Member with a Service Injury or Illness:
- a. Consistent with state and federal law, an eligible bargaining unit member may take FMLA/CFRA leave to care for a covered service member with a serious injury or illness if the unit member is the spouse, domestic partner, child, parent, or next of kin as defined by FMLA/CFRA of the service member.
 - b. An eligible unit member's entitlement is limited to a total of twenty-six (26) workweeks of leave during a single (12) month period to care for a covered service member with a serious injury or illness.

- c. The District shall determine the single twelve (12) month period in which the twenty-six (26) weeks-of-leave entitlement described in this paragraph occurs using the twelve (12) month period measured forward from the date a unit member's first FMLA/CFRA leave to care for the covered service member begins.
 - d. During the single (12) month period described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.
- 5. Pay Status and Benefits:
 - a. Except as provided in this section, the family care and medical leave will be unpaid, unless the employee has available sick leave. If the employee has available sick leave the employee will be required to utilize such leave.
 - b. The District shall continue to provide District contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the bargaining unit member not taken family care and medical leave. The bargaining unit member will be required to continue to pay the unit member's share of premiums payments, if any. Payment is due at the same time as it would be if made by payroll deduction.
- 6. Relationship of Family Care and Medical Leave to Other Leaves:
 - a. Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the bargaining unit member may be entitled for the same qualifying reason.
- 7. Relationship to Pregnancy Disability Leave:
 - a. The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which a bargaining unit member may be qualified under state law.
- 8. Status Upon Returning from Leave:
 - a. Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the

employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

E. Pregnancy Disability Leave

1. A bargaining unit member who is pregnant may be entitled to up to four (4) months of disability leave from the District. Bargaining unit members who are temporarily disabled due to pregnancy, miscarriage, childbirth and recovery therefrom shall be entitled to all benefits of sick leave and the Pregnant Workers Fairness Act (PWFA). Where the leave is foreseeable, teachers shall notify their principal and the Human Resources Department, in writing two (2) months before the leave is projected to begin.
 - a. Prior to the beginning of a bargaining unit member's leave, the District requires a written statement from the bargaining unit member's physician providing a statement informing the District that the bargaining unit member is unable to perform the essential job duties or that she is unable to perform these duties without undue risk to their pregnancy, or other persons; the first date the unit member will be unable to work due to disability; and the expected date that they will return to work.
2. The bargaining unit member may continue to work as long as their health will permit as certified by her doctor.
3. The bargaining unit member shall return to duty after convalescence from childbirth. The convalescence period shall be determined by their physician. They shall resume duties in the same or equivalent position held prior to the childbirth.
4. If the bargaining unit member needs accommodations or is unable to perform the essential functions of their job due to a medically verifiable reason, certified by their physician, after childbirth, the District will provide reasonable accommodations or modifications as required by the PWFA or other state and federal laws.
5. If the bargaining unit member wishes to extend leave beyond the convalescent period as certified by their physician, they must request a child bonding and/or child-rearing leave as further outlined in the Article.

Child-rearing leave under this Article shall run concurrently with state and federal family leave.

F. Child Bonding Leave

1. Bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the bargaining unit member's child, or the placement of a child with the bargaining unit member in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. For mothers, the 12-week child bonding leave shall commence at the conclusion of (but need not be immediately following) any pregnancy disability leave.
3. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
4. Pursuant to Education Code section 44977.5, if a bargaining unit member exhausts their accumulated sick leave prior to expiration of the 12-week child bonding leave, they shall be entitled to receive at least 50 percent of their regular salary for the balance of the 12-week period.
5. The bargaining unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) workdays prior to the date on which the leave is expected to begin. Such request shall be in writing and shall include a statement as to the dates the bargaining unit member wishes to begin and end the leave.
6. Leave under this section must be completed within one year of the birth, adoption, or foster care placement of a child with the bargaining unit member.
7. Unit members returning from leave pursuant to this section shall be entitled to assignment to a similar position in the District consistent with the assignment provisions of this Agreement.
8. Where both parents are employees of the district, the two parents are entitled to share a total of 12 total workweeks of bonding leave.

G. Reproductive Loss Leave

1. Bargaining unit members who have been employed for at least thirty (30) days, will be entitled to take up to five (5) days of unpaid leave as a result of a failed adoption, failed surrogacy, miscarriage, still birth, or unsuccessful assisted reproduction. This leave can be taken following any related paid leaves; but must be

taken within three (3) months of the loss. This leave cannot exceed twenty (20) days in a twelve (12) month period if multiple loss events occur.

H. Unpaid Child Rearing Leave

1. Upon request, the District shall provide a bargaining unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing their infant child. A bargaining unit member shall notify the District that they intend to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Child rearing leave will be expanded to allow a unit member to have the leave extended on a year-to-year basis for bona fide child rearing, not to exceed one year under any circumstances.

I. Use of Sick Leave in Cases of Personal Necessity

1. A bargaining unit member may elect to use his/her current year's earned sick leave for Personal necessity leave.
2. A maximum of seven (7) days of accumulated leave may be used in any school year for personal necessity leave.
3. When possible, a bargaining unit member requesting personal necessity leave shall notify the school principal within three (3) working days, prior to using the leave.
4. Personal Necessity leave should not be used on the following days; however, the District reserves the right to allow Personal Necessity leave on those days:
 - a. Day before or after a holiday or vacation period (including summer recess),
 - b. Travel time prior to and after holiday and vacation periods (including summer recess),
 - c. On staff development days.
5. Under no circumstances shall Personal Necessity leave be used to engage in a strike or work stoppage, political campaign or demonstration, or to seek or engage in other employment.

J. Health Leave

6. A bargaining unit member who may be entitled to unpaid leave for the balance of the GJUESD school year if he/she has exhausted all available paid leave under this Article and state and federal laws, and who is medically unable to return to work may request unpaid leave. Where unpaid leave is requested due to a

medical reason, the District shall comply with the provisions of the American with Disabilities Act (ADA) and state law.

K. Study Leave

1. The District shall grant a bargaining unit member an unpaid leave of absence to pursue educational improvement and advancement.
2. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) year.
3. A bargaining unit member shall apply to the District for such leave prior to March 1st and must demonstrate to the District his/her absence will be of benefit to both the bargaining unit member and the District.
4. This leave shall be limited to one (1) bargaining unit member at any given time. In the event that there is more than one (1) applicant for a given period of time, the bargaining unit member who applies first shall be given first consideration.
5. This leave shall be irrevocable unless mutually agreed otherwise.

L. Association Leave

1. The Association shall have a total of fifteen (15) days of paid leave to utilize for local, state or national conventions or for conducting their lawful business pertinent to Association business. Representatives of the Association shall be excused from school duties upon two (2) days advance notification by the Association President. The Association shall pay for the cost of substitutes used.
2. An unpaid leave of absence of up to two (2) years may be granted to any member of the Association for the purpose of serving as a full-time state officer of the California Teachers Association or the National Education Association.
3. The Association shall receive up to three (3) days of paid leave for the purposes set forth in [1] without having the cost of a substitute deducted. These days shall be used prior to implementation of the fifteen (15) days provided for in [1].
4. In addition to the Association leave provided above, the Association president shall have the right to take up to ten (10) days of paid leave paid by the District for meeting with the District concerning grievances and other contract management issues.

M. Industrial Accident Leave

1. For purposes of this article, the term "duty" refers to all scheduled working days, including legal and Board declared holidays, on which a bargaining unit member is authorized to receive salary payment.
2. The term "qualifying for worker's compensation" presupposes that an accident report has been filed according to established procedure and the District's Worker's Compensation Carrier considers the claim valid. In the event of rejection of the claim by the District's Worker's Compensation Carrier, industrial accident leave shall not apply.
3. Bargaining unit members who are absent from duty because of illness or injury resulting from industrial accident leave under the following conditions:
 - a. Industrial accident leave applies from the first day of such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days in any fiscal year for the same industrial accident.
 - b. The amount of salary paid to such bargaining unit members in any calendar month will be the salary they would have received had they not suffered the industrial accident or illness.
 - c. If the bargaining unit member is still absent from duty as a result of such industrial accident leave, they shall then be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.
 - d. For any days of absence from duty as a result of the same industrial accident, whether the bargaining unit member receives salary payments under industrial accident leave or other paid leave, the bargaining unit member shall endorse to the district any wage loss benefit check from the District's Worker's Compensation Carrier which would make their total compensation from both sources exceed 100 percent of the amount they would have received as salary had they not suffered the industrial accident or illness.
 - e. Days of absence under industrial accident leave shall not be deducted from the bargaining unit member's sick leave accumulations but the amount of industrial accident leave shall be reduced by one day for each day or partial day of such

authorized absence from duty regardless of a compensation award.

- f. If an industrial accident absence beginning in one fiscal year extends into the next fiscal year, the bargaining unit member shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused industrial accident leave remaining at the end of the fiscal year in which the industrial accident occurred.
- g. Allowable industrial accident leave shall not be accumulated from year to year.
- h. In order to be eligible for industrial accident leave, the bargaining unit member while absent from duty with the District shall remain within the State of California unless prior approval is granted by the Board for travel outside the State.
- i. A Bargaining unit member shall be eligible to return to work upon submission of a physician's statement that they are able to assume their duties.

N. Family School Partnership Act ("FSPA")

- 1. Employee's with children in TK-12 or in a licensed day care program may take up to forty (40) hours of leave each school year to enroll, find or re-enroll a child in a school or with a licensed day care provider; or to participate in activities at their child's school or licensed daycare. No more than eight (8) hours per month of FSPA leave may be taken, unless there is an emergency. Emergencies for this leave provision are defined as behavioral or disciplinary problems with the child, school closures, the school requests the child be picked up, or a natural disaster. There is no monthly limit for emergencies, but the forty (40) hour limit is still applicable. Employees must give reasonable notice before use of FSPA leave. Employees taking FSPA leave must use Personal Necessity Leave if it is available to them, if the employee does not have Personnel Necessity Leave available the FSPA leave will be unpaid. If both parents work for the District, only the first parent to request time may be approved time off under this Section.

ARTICLE XIII

CLASS SIZE

- A. Class sizes are limited to the following:
1. Elementary:
 - a. TK classes shall not exceed 21 students with a 1:12 adult:student ratio
 - b. K-3 - not to exceed 21 per classroom
 - c. 4-6 - 30 per class
 2. Middle School:
 - a. All general education classes except for P.E. shall maintain an average of 32 students over five (5) periods; no class shall exceed 34 students.
 - b. An average of 45 students per P.E. class
 3. Special Education:
 - a. Special-Day caseload is not to exceed eighteen (18) students. If this class size is exceeded, the teacher will receive compensation as listed in 4.1.
 - b. All Special-Day Classes will be staffed with no less than one (1) Special Education Instructional Assistant (SPED IA).
 - c. Moderate/Severe: TK-8: will maintain a 1:7 adult:student ratio
 - d. Mild/Moderate:
 - i. Elementary: will maintain a 1:8 adult:student ratio
 - ii. Middle School: will maintain a 1:9 adult:student ratio
 - iii. Sites that operate the Intensive Intervention Program will be provided an RBT or BMT designated for the Intensive Intervention Program outside the classroom staffing ratios.
 - iv. Specially-assigned ("One to One") SPED IAs and the students they assist shall not count in the adult:student ratios.
 - v. Resource Specialist Program (RSP) student caseloads shall not exceed twenty-eight (28) students. Caseload is defined by California Education Code 56362.
 - vi. When an SDC mild/moderate, self-contained classroom includes more than three (3) grade levels, an additional

instructional assistant will be provided, and one additional IA for every additional grade level thereafter.

4. Compensation:
 - a. Tk-8: If class size limits are exceeded for ten (10) or more days in a month, teachers will be compensated at \$150 per month.

5. Speech-Language Pathologist (SLP):
 - a. TK-8: Caseload per Education Code section 56363.3. The average caseload for language, speech, and hearing specialists in special education local plan areas shall not exceed fifty-five (55) cases.
 - b. K-6 Autism SDC Programs: Caseload shall not exceed twenty-five (25) per FTE Speech-Language Pathologist.
 - c. TK/Preschool: Caseload shall not exceed forty (40) FTE Speech-Language Pathologist.
 - d. Caseload can only exceed these limits if agreed upon by the SLP, Site Administrator, and the Director of Special Education (or designee).

B. Mainstream

1. The principal, teachers, and special education teachers shall meet to determine student mainstreaming needs prior to regular education class sizes or class lists being finalized.
2. Elementary students who are mainstreamed for fifty percent (50%) or more of the school day, without the support of an IA, shall normally be considered in the regular-education class size, but be included on the special-education caseload.
3. Elementary general education teachers that are over 21 in primary and over 30 in intermediate when SDC students are mainstreamed daily for a core subject will receive the \$150 class size overage (if not already receiving class size overage).
4. Elementary and Middle School SDC students, who are accompanied in the classroom by an instructional assistant or teacher and for whom the special-education teachers is responsible for assessment and/or report card, shall not be included in the regular education class size.

ARTICLE XIV

PEER ASSISTANT AND REVIEW

A. Program Focus

There shall be a Peer Assistance and Review (PAR) Program for all teachers. This program shall have three (3) distinct components prioritized as follows:

1. Tenured Teacher Assistance Program

This component of the program shall provide intervention to:

a. Tenured teachers who received two or more "Does Not Meet Standards" ratings in any one (1) domain based on end-of-year evaluation, and who have been placed on an assistance plan by October 31 of that school year.

- 1) Referral to the joint panel is made by the Administrator.
- 2) A referred tenured teacher's participation in PAR is mandatory.
- 3) Documentation of program participation and the evaluation report will be placed in the personnel file.
- 4) A teacher referred to PAR cannot be involuntarily transferred or involuntarily reassigned during the first year in PAR, unless necessitated by school closure, program closure, or reduction in staff.
- 5) A teacher referred to PAR may request transfer or reassignment; however, PAR status will remain in effect.

b. Tenured teachers who volunteer for assistance.

- 1) Application to the joint panel is made by the teacher. The panel shall prioritize such applications.
- 2) A tenured teacher's voluntary participation in PAR is confidential. Documentation will not be placed in the personnel file only so long as the participation continues to be on a voluntary basis.
- 3) The program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to

the standards set forth in the evaluation tool.

2. Probationary Teacher Referred by Administrator
 - a. This component of the program shall provide intervention to:
 - 1) Probationary teachers who are not participating in BTSA and have been referred by an Administrator based on classroom observations where it is evident that the teacher is not progressing toward standards.
 - 2) Referral to the joint panel is made by the Administrator.
 - 3) A referred probationary teacher's participation in PAR is mandatory, provided there are a sufficient number of available consulting teachers.
 - 4) Documentation of program participation and the evaluation report will be placed in the personnel file.
 - 5) This program shall not deal with teachers; employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the standards set forth in the evaluation tool.
3. Beginning Teacher Participating in SCOE Teacher Induction
 - a. The SCOE Teacher Induction program shall provide support to beginning teachers.
 - b. No referral is made to the joint panel.

B. Peer Assistance Review Panel

1. Composition
 - a. The program shall be governed by the PAR Panel composed of three (3) teachers and two (2) school administrators. In order for the panel to meet at least four (4) members must be present. Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least three (3) members.
 - b. Teacher members shall be selected by GEFA. Local criteria for consulting teachers shall be

- considered when selecting teacher members of the joint panel.
- c. Administrators shall be chosen by the District.
 - d. Members shall serve staggered terms of three (3) years.
 - e. Each site shall be represented, whenever possible.
 - f. Panel members shall receive a stipend of \$500 per year of participation.
2. Roles and Responsibilities. The PAR panel shall be responsible for:
- a. Establishing its own rules, procedures and calendar.
 - b. Selecting its own chairperson.
 - c. Participating in training for PAR panel members, and consulting teachers.
 - d. Establishing procedures for application and selection of consulting teachers.
 - e. Selecting consulting teachers.
 - f. Accepting referrals for teacher peer assistance from Administrators.
 - g. Prioritizing voluntary requests for assistance from tenured teachers based on availability of consulting teachers.
 - h. Making decisions about eligibility for the program.
 - i. Sending written notification to the participating teacher, consulting teacher and/or the site or District Administrator.
 - j. Meeting at least three (3) times annually to review the work of the consulting teachers and their caseloads.
 - k. Monitoring work of the consulting teachers and their documentation.
 - l. Reviewing the reports prepared by the consulting teachers.
 - m. Monitoring the progress of permanent teacher participants, including making reports to the Board of Trustees regarding PAR Program participants, and informing the Board of the names of mandatory PAR participants who have not demonstrated progress toward meeting standards after receiving sustained assistance from a consulting teacher. All reports pursuant to this provision shall be made to the Board no later than the eighth month of instruction during the school year.
 - n. Developing and annually reviewing PAR budget.

- o. Annually evaluating the impact of the program and its consulting teachers in order to improve its effectiveness. The program evaluation shall be presented to the Board of Trustees and GEFA for possible revision through the bargaining process.
- 3. A panel member shall neither participate in discussion nor vote on any matter in which he or she has a conflict of interest.
- 4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, joint panel members, consulting teachers, and administrator may disclose such information only as necessary to administer this Article.
- 5. A joint panel member shall neither participate in discussion or vote on any matter in which she/he has a professional or personal conflict of interest with regard to a program participant.
- 6. The District shall indemnify and hold harmless members of the joint panel from any lawsuits or claim arising out of the performance of their duties under this program.

C. Consulting Teacher

- 1. The PAR panel shall select the needed number of consulting teachers, each to serve for a two (2) year term.
- 2. The minimum qualifications shall be:
 - a. Tenured teacher with five (5) years teaching experience.
 - b. Possession of exemplary teaching ability, as shown by a demonstration of:
 - Effective communication and leadership skills
 - Subject matter knowledge
 - Possession of a range of teaching strategies necessary to meet needs of pupils in different contexts.
 - c. Released consulting teachers must return to the classroom for one (1) year after service.
 - d. Non-released consulting teachers must remain in the classroom for one (1) additional year after service.
- 3. Consulting teachers shall be selected through the following process:
 - a. Letters of Recommendations from peers and/or administration.

- b. Application - teachers can apply or be recommended.
 - c. Interview and classroom observation by the PAR panel.
 - d. Majority vote of the PAR panel.
 - e. Selected teachers should be represented, as much as possible, by a variety of grade levels, departments, or school.
4. There shall be a collaborative relationship between the consulting teacher, participating teacher and the administrator during the PAR process.
 5. Teachers, who serve as consultants on a full-time basis, will accrue seniority during their consulting term and will have the right to return to their prior assignment (track/site/grade/subject) upon completion of their term.

D. Permanent Teacher Due Process

1. The permanent teacher shall be entitled to review all reports generated by the peer consultant prior to their submission to the panel and to have affixed thereto his or her comments. To secure this right, the peer consultant shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such panels meeting.
2. The permanent teacher shall have a right to be represented by the association in any meetings of the panel to which they are called and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
3. The permanent teacher shall have the right to timely progress reports.
4. The permanent teacher shall have the right to present reasons why a specific peer consultant should be replaced and another consultant substituted and to have those reasons considered.
5. A teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the panel, but may file a response, which shall become part of the official record of the assistance plan.
6. This program in no manner diminishes the legal and contractual rights of bargaining teachers.

E. Miscellaneous

1. If funds specifically designated by the State for Peer assistance and review are reduced or deleted for any

reason, the Peer Assistance and Review Program shall be reduced or deleted accordingly.

ARTICLE XV

SAFETY

- A. Teachers are required to be safety conscious in their own actions and to report in writing within three (3) days unsafe or unhealthy conditions to their immediate supervisor.
- B. Upon receipt of such written notice, the supervisor shall have the responsibility of determining if in fact such a condition exists. Upon determination by that supervisor, he/she shall within three (3) days advise in writing what steps have been taken to correct the situation or why no action is being taken.
- C. Teachers may use reasonable force to protect themselves from attack, to protect another person, student or property, or to quell a disturbance threatening physical injury to others.
- D. Each teacher shall be furnished a lockable space in each classroom.
- E. The District shall inform teachers of existing discipline legislation which directly affects their roles as teachers.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" means a claim by one (1) or more teachers that there has been a violation, misinterpretation or misapplication of this Agreement.
2. "Grievant" means the member(s) of the Bargaining Unit filing their grievance.
3. "Immediate Supervisor" means the person at the lowest administrative level who has been designated management and who assigns reviews or directs the work of the teacher.
4. "Party" means the grievant(s) and the District.
5. "Workday" means a day when the administrative offices of the District are open.

B. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this 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 a grievant, the time limits will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
3. Time limits shall begin the day following the event.

C. Presentation

A teacher, or representative, or both, may present a grievance while on duty. On group grievances, no more than seven (7) teachers may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld.

D. Representation

1. The grievant may be represented by anyone of his/her own choosing whether or not that representative is a teacher, either in informal discussion or at any other step of this procedure.

2. If the grievant wishes to change representatives at any step of this procedure, the grievant shall give twenty-four (24) hours written notice of such change to the person designated to hear the grievance at that step, and to the District.
3. If representation is by the Association, the grievant need not identify the particular individual except that the Association shall advise if it intends to employ counsel.

E. Informal Discussion

The alleged violation may be discussed with the immediate supervisor. Action taken pursuant to such informal discussion shall not be deemed to set precedents for the purpose of interpreting this Agreement.

F. Grievance -- Step 1 (Immediate Supervisor)

1. A grievance may be initiated no later than thirty (30) workdays after the event or circumstances occasioning the grievance, if the grievant knew or should have known of the event or circumstances.
2. A grievance shall be initiated in writing and filed with the immediate supervisor. This form shall be completed to show the following:
 - a. Grievant(s) name and work location
 - b. Grievant(s) work function
 - c. Date the grievance is delivered to the immediate supervisor
 - d. Provision(s) of the agreement alleged to have been violated
 - e. Circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate)
 - f. Remedy sought by the grievant(s)
 - g. Name of the grievant's representative
3. Within ten (10) workdays after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance, which may include a meeting, and give a written decision to the grievant. If the grievant is not represented by the Association, a copy shall be sent to the Association.

G. Grievance -- Step 2 (Superintendent)

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision, in writing, within ten (10) workdays of

delivery of the Step 1 decision to the Superintendent. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.

2. The Superintendent/designee shall investigate the grievance as fully as necessary, and shall provide for conferences with the grievant, who shall continue to have the right of representation.
3. The Superintendent/designee shall respond within ten (10) workdays of the conference with the grievant, in writing, to the grievant. That response shall state the Superintendent's view of the facts and conclusion(s) respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

H. Grievance -- Step 3 (Advisory Arbitration)

1. If the Superintendent, or designee, response is not satisfactory to the grievant or if no written decision has been rendered within ten (10) days after the grievant has first met with the Superintendent/designee, he/she may request in writing that the Association submit the grievance to Advisory Arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to Advisory Arbitration.
2. If the parties are unable to agree within three (3) workdays on an arbitrator, either party may submit the matter to the State Conciliation Service. On receipt of the submission, the State Conciliation Service will send the parties a list of five (5) names of available arbitrators. Those arbitrators must be members of the American Arbitration Association. The parties shall select an arbitrator by a strike-out process from that list, if they are unable to agree on one (1) of the names.
3. The Arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the Arbitrator.

I. Grievance -- Step 4 (Arbitrator's Recommendation and Board Action)

1. Within thirty (30) workdays of receipt of the Arbitrator's decision, the Board shall act to accept, reject or modify the decision. If the Board declines to act within thirty (30) days, then the decision of the Arbitrator shall be deemed adopted by the Board.
2. The Board may not act to reject or modify any of the Arbitrator's findings of fact without a review of the transcript of the entire hearing record, briefs and exhibits. Before adopting, modifying or rejecting the decision, the Board shall permit oral arguments by both parties, upon the request of either party.
3. In a case where the Arbitrator's award sustains the grievant, but the Board subsequently fails to accept such recommendation and instead modifies or reverses the Arbitrator's decision and the grievant later files a judicial action against the District for breach of the Agreement, the District shall not assert as a defense that the grievant's utilization of the grievance procedure was the only proper remedy for resolution of the grievance.

J. Cost

All costs for the services of the Arbitrator will be borne equally by the District and Association. All other costs will be borne by the party incurring them.

K. Attendance at Hearing

The District agrees that teachers shall not suffer loss of compensation for time spent as a grievant, representative or witness at a hearing held pursuant to this procedure.

L. General Information

1. When the grievant is not represented by the Association, no solution shall be finally approved until the Association is given a statement in writing of the proposed solution and ten (10) working days in which to file a response.
2. The District will take no reprisals against a teacher because of that teacher's participation in a grievance, whether as a witness, representative or grievant.
3. With the consent of both parties, a grievant may bypass any of the steps of this procedure.
4. A representative designated by the Association shall be granted a reasonable amount of release time to

investigate a grievance. Release time shall also be granted for the attendance at grievance hearings and conferences.

5. The grievance file shall be kept separate from the teacher's personnel file.
6. Forms for filing grievances and other necessary documents will be prepared jointly by the District and the Association and given appropriate distribution.

ARTICLE XVII

EDUCATIONAL LOTTERY FUNDS

- A. The primary purpose of educational lottery funds is to provide supplementary resources for student educational programs and instructional improvement.

- B.
 - 1. Four-hundred dollars (\$400) shall be allocated to each TK-8 full-time teacher (prorated for part-time teachers) for instructional materials and supplies for classroom use outside of regular supply fund purchases.
 - 2. Lottery funds received by the site, over and above the four-hundred dollars (\$400) per teacher amount, shall be prioritized for expenditure by the principal and staff based on site needs.
 - 3. All requests for expenditures shall be subject to review and approval by the Site Administrator and conveyed to the Board.
 - 4. Examples include but are not limited to the following:
 - e. Teacher materials/supplies
 - f. Dictionaries, encyclopedias, globes
 - g. Parent education classes
 - h. Hands-on math, literature, reference
 - i. Extracurricular club and activity stipends
 - j. Field trips
 - k. Technology

ARTICLE XVIII

SALARY

- A. Salary:
Refer to current salary schedules in Appendix A.
- B. Teachers must be in a paid status at least seventy-five percent (75%) of the previous work year in the District to be eligible for step advancement and/or credit towards longevity.
- C. Any teacher may apply for any compensated extra service offered by the District.
- D. The District shall mail June/July or off-track teacher salary warrants to the address provided by the teacher.
- E. Teachers shall be eligible for step advancement, on a prorated basis, if they are employed for no less than the equivalent of one-hundred percent (100%) of a full-time employment contract over two consecutive years.
- F. Teachers shall receive an additional \$2,000 for a Master's Degree per year.
- G. Effective July 1, 2023, and prospectively, longevity increments for years of service only with the District shall be set as stipends rather than percentage increments as follows:
 - 1. 10-15 years of District service:
\$950.00 earned in the 10th year and until year 15
 - 2. 16-19 years of District service:
\$1,225.00 earned in the 16th year and until year 20
 - 3. 20-24 years of District service:
\$1,500.00 earned in the 20th year until year 25
 - 4. 25-29 years of District service
\$1,750.00 earned in the 25th year until year 30
 - 5. 30-plus years of District service
\$2,500.00 earned in the 30th year.

The unit member shall receive the longevity incentive included in salary.

This prospective modification of longevity steps for District service is mutually negotiated by the District and GEFA pursuant to Education Code section 45028, subdivisions (a) (1) and Government Code section 3543.2 subdivisions (d) and (e).

ARTICLE XIX

STRS EMPLOYER PICK UP

- A. "STRS Employer Pick Up" is a program covered by provisions of Internal Revenue Code Section 414 (h) (2) whereby the state-mandated percentage employee contribution is non-taxable when reported as paid by the employer. This contribution is still considered part of the employee's compensation for everything except tax treatment.
- B. There shall be no cost to the District for the implementation and maintenance of this program except for normal payroll costs. If any additional or unexpected costs occur, this Article shall be reopened upon the request of either party.
- C. The District and the GEFA acknowledge that it is the individual's responsibility to seek professional advice concerning individual tax situations and neither is liable for any individual investment consequences of this Agreement.
- D. If litigation, legislation, STRS, IRS/FTB administrative rule or regulation modifies this program, it shall be void on the date of the modification and the provision shall be renegotiated.

ARTICLE XX

SALARY SCHEDULE PROCEDURES

INITIAL PLACEMENT, ADVANCED TRAINING, COURSE SELECTION
APPROVAL, AND SALARY SCHEDULE CREDIT

- A.
 - 1. Effective July 1, 2023, teachers beginning District service shall be granted a full step for each complete year of previous experience in California public schools, not to exceed fifteen (15) years.
 - 2. Initial placement shall be determined by credential and college credit earned beyond the Bachelor's degree.
 - 3. Placement of teachers beginning district service with out-of-state experience shall be at the discretion of the Superintendent.

- B. The purpose of advanced training is to benefit both teachers and students. Therefore, coursework should be selected primarily to improve instructional competence of teachers.

- C.
 - 1. A teacher who will advance from one (1) class to another by September 1st shall file a Declaration of Intent with the Superintendent prior to February 15th.
 - 2. If the teacher is unable to complete the units outlined in the Declaration of Intent, the Salary Notification document shall be revised to reflect accurate placement.

- D.
 - 1. Coursework selected by a teacher for unit credit will be submitted on the Request for Course Approval form (RCA) to their principal for justification and 'initial' approval or disapproval.
 - 2. Teachers desiring approval for such coursework shall submit a completed RCA to their principal at least fifteen (15) calendar days prior to when the class begins.
 - 3. Teachers taking classes for unit credit without prior approval have no assurance that approval will be granted.

- E.
 - 1. The Teacher will be notified of the 'initial' approval/disapproval within five (5) working days of submitting the RCA to the principal.
 - 2. The RCA will then be sent to the Superintendent/designee for 'final' approval/disapproval.

3. The Teacher will be notified of the 'final' approval/disapproval within five (5) working days of the Principal submitting the RCA to the Superintendent/designee.
- F. Approval/disapproval will be determined using one (1) or more of the following criteria for coursework:
1. Directly related to subject areas stated on the teacher's credential.
 2. Necessary for completion of a new teaching major or minor, if required by the District.
 3. Necessary for credential additions or modifications, if requested by the District.
 4. Subject presently taught in the District or tentatively planned for District implementation.
 5. Toward a Master's or Doctoral degree that is directly related to the teacher's current assignment and District instructional guidelines.
 6. Directly related to a teacher's current assignment (may include extra-curricular activities).
- G.
1. All coursework must be taken at or through an accredited institution.
 2. Accredited institutions are defined as postsecondary institutions commonly recognized colleges and universities (e.g. Sac State, UC Davis, National University) as determined by the CTC Accreditation Advisory Council. (Education Code 44370 and 94302)
- H. Travel Study Courses shall be considered for approval only when offered through an accredited college or university.
- I. Online courses shall be considered for approval only when offered through an accredited college or university.
- J.
1. In order to obtain salary schedule credit for approved completed coursework for the September 1 - August 31 year, teachers shall submit official transcripts to the Business Office by September 1.
 2. If an official transcript is not available by the above date, other verification of completion, including grade reports, must be submitted to the Business Office for review by September 1. Credit will not be posted until the official transcript is received by the Business Office, but no later than December 1, in order to be credited for that year.

3. It is the teacher's responsibility to see that all proper information is provided to the Business Office according to the above timelines.
- K. Units shall accrue from year to year until sufficient units have accumulated for salary schedule class advancement.
 - L. Effective July 1, 2023, probationary teachers are limited to two (2) class movement each year.
 - M.
 1. Salary schedule credit will not be granted for a teacher attending a conference/workshop scheduled during the teacher's regular paid workday.
 2. If a teacher pays for a unit by taking a course which requires additional work as a result of such above attendance, salary schedule credit will be granted up to a maximum of one (1) unit per semester.
 - N. No audited classes, D or F grades, or class withdrawals shall be acceptable.
 - O.
 1. If a teacher questions the principal's or superintendent's decision disapproving a course, he/she may appeal to the Course Evaluation Committee whose decision will be final.
 2. This committee will be composed of two (2) teachers chosen by GEFA and two (2) administrators chosen by the District who shall attempt to reach consensus.

GALT JOINT UNION SCHOOL DISTRICT
REQUEST FOR COURSE APPROVAL

Teacher _____ School _____

Assignment _____ Date _____

Course Title _____

Check Appropriate Box(es) :

Course # _____ College/University Class _____
Class Date(s) _____ CEU (Continuing Ed. Unit) _____
Institution _____ Travel Study _____
Correspondence _____

Semester Unit ____ Quarter Unit ____

Number of Units Anticipated _____

Justification:

Principal _____ Date _____

Approved ____ Disapproved ____

Superintendent/Designee _____

Date _____

Approved ____ Disapproved ____

cc: Teacher
Principal
Supt./Designee
Business Office

ARTICLE XXI

PART-TIME EMPLOYMENT/
FULL-TIME RETIREMENT CREDIT
(ED. CODE 22713 & 44922)

A. CalSTRS Pre-Retirement/Reduced Workload Program

1. The option to participate in the CalSTRS Pre-Retirement/Reduced Workload Program (commonly referred to as the Willie Brown Reduced Work Year and set forth in California Education Code, Sections 22713 and 44922), shall be exercised at the request of the bargaining unit member and can be revoked only with mutual consent of the employer and employee.
2. Eligible bargaining unit members desiring to participate in the Pre-Retirement/Reduced Workload Program shall submit a letter no later than March 1st of the school year prior to entering the Pre-Retirement/Reduced Workload Program, unless in the judgement of the District, circumstances of an unusual and/or emergency nature exist(ed) that precluded a timely request, and the granting of the late request will not be contrary to the best interests of the District.
3. For the 2022-2023 school year, unit members desiring to participate in the Pre-Retirement/Reduced Workload Program shall submit their letter of intent to the Superintendent no later than June 15, 2022.

B. Eligibility

1. The Unit Member must have reached the age of fifty-five (55) years prior to reduction in workload.
2. The participating unit member shall have been employed full-time in a position requiring certification for at least ten (10) years, without a break in service for the five (5) years immediately preceding participation in the Pre-Retirement/Reduced Workload Program. An approved leave of absence shall not constitute a break in service. It is required that five (5) years of credited services for full-time employment immediately precede the reduction in the workload.
3. Participation in the Pre-Retirement/Reduced Workload Program will not become effective until the unit member's eligibility with CalPERS has been confirmed.

4. The total time in which a member reduced his or her workload pursuant to Ed Code 22713 shall not exceed ten (10) years.
5. District and participating unit member's contributions to CalPERS shall be equal to the amount required if the participating unit member worked full-time for the entire school year.
6. The minimum part-time employment shall be equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.
7. The participating unit member shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.
8. A participating unit member shall be eligible for advancement on the salary schedule in the same manner as full-time unit members.
9. A participating unit member shall earn sick leave on a pro rata basis.
10. Bargaining unit member and site administrator will work together to determine a mutually agreeable work schedule. Every attempt will be made to reach mutual agreement; however, absent mutual agreement, the final decision for the work schedule shall be determined by the Superintendent.

C. Retirement Credit

1. A participating unit member shall receive the same credit toward retirement under CalSTRS that he/she would have received if employed on a full-time basis.

ARTICLE XXII

EARLY RETIREMENT INCENTIVE

This program is established for teachers subject to the following conditions:

1. Eligibility is twenty (20) years of full-time District service and age fifty-five (55).
2. Upon receipt of a written resignation, a teacher and the District will establish an early retirement contract.
3. Once electing to participate, the teacher shall not return to full-time teaching in the District unless future legislation allows for a return to duty.
4. The teacher shall receive the same, or as comparable as possible, health benefits as a full-time teacher.
5. The teacher may choose this provision for a maximum of five (5) years or to age sixty-five (65) whichever comes first.

ARTICLE XXIII
PRESCHOOL PERMIT TEACHERS

A. Credentialing Requirements

1. Child Development Associate Teacher Permit
A minimum of 12 semester units in early childhood education or child development.
2. Child Development Teacher Permit
24 Semester units of early childhood education/child development.
3. Child Development Master Teacher Permit
Authorized to serve as a coordinator of curriculum and staff development in a child care and development program.
4. Child Development Site Supervisor Permit
Authorized to supervise a child care and development program operating at a single site.
5. Child Development Program Director Permit
Authorized to supervise a child care and development program operated at a single site or multiple sites.

B. General Provisions Applicable to Pre-School Unit Members

1. Class Size and Ratio
 - a. Class size and ratio shall be determined by Community Care Licensing, Title 22 and California Department of Education, Title 5 regulations. The standard class size is 24 students and one adult to child ratio of 1:8.
2. Leaves
 - a. Unit members shall follow Article XII-Leaves, of the collective bargaining agreement for all leaves.
3. Adjunct Duties
 - a. Required adjunct duties are Back-to-School Night, Fall Family Night, two (2) Academic Parent Teacher team meetings, and time to plan and prepare for these meetings. Maximum of ten (10) hours per year.
 - b. Nothing in this Article shall preclude any bargaining unit member from voluntary participation in school related activities that he/she deems appropriate.
4. Evaluation
 - a. Follow Article VII Evaluation Procedures.

5. Compensation
 - a. Any cost adjustment shall not, without mutual agreement, exceed the State COLA for the preschool program.
 - b. Each year of service (75% or more), will advance the unit member one (1) vertical step in their Class column.
 - c. Movement across the schedule must meet the requirements of Article XX Salary Schedule procedure of this collective bargaining agreement.
 - d. Unit members with a Master's degree from an accredited institution shall receive the Master's degree stipend pursuant to Article XVIII, Salary, Paragraph F.
 - e. A newly hired teacher will receive up to ten (10) years credit for full-time out of the district experience. 75% of the days in the permit teachers out of district work year is required to qualify for each year of out of the district credit.
 - f. Preschool teachers shall receive benefits. Unit members whose regular workday is five and one quarter (5 $\frac{1}{4}$) hours shall be eligible for seventy-five percent (75%) District benefit coverage.

C. Pre-School Teachers Work Year

1. Work Year: 181 days
175 student contact days
3 Pre-service days
3 Staff Development days

The individual unit member's work year shall be 181 days. The pre-school student calendar follows the State required calendar days.

D. Contract Hours beginning July 1, 2024

1. Full-Day (1.0 FTE): 7.5 hours which includes 30 minutes of preparation time
2. Part-Day (.75 FTE): 5.625 hours which includes 22 minutes of preparation time
3. Part Time (.60 FTE): 4.50 hours which includes 18 minutes of preparation time
4. Full day teachers shall have a 30-minute duty free lunch period and a 10-minute morning relief period.
5. On weeks when morning teachers attend Wednesday collaboration, they may go on off duty status when their students leave on Friday.

- E. Parent Conferences
1. All preschool teachers shall have two-full-day release days in the fall and one ½ day release day in the spring to conduct parent conferences.
- F. Preparation Period
1. Full time (7.5 hour/day) unit members shall have the support of an instructional assistant 5 days per week in the afternoon to assist with prep time and shall also utilize the nap period for preparation. Part time unit members shall utilize their contracted non-student time for preparation.
 2. Beginning July 1, 2024, Full-Time members shall have a 7.5 hours day. The additional thirty (30) minutes for protected non-student preparation time shall be scheduled before or after the normal student day, at the discretion of the teacher.
 3. Beginning July 1, 2024, Part-Day (.75 FTE) members shall have an additional twenty-two (22) minutes for protected non-student preparation time that shall be scheduled before or after the normal student day, at the discretion of the teacher.
 4. Beginning July 1, 2024, Part Time (.60 FTE) members shall have an additional eighteen (18) minutes for protected non-student preparation time that shall be scheduled before or after the normal student day, at the discretion of the teacher.
- G. Site Director: The district may adopt either of the following Site Director Models (dependent on funds).
1. A Preschool Site Director may teach a ½ day preschool class @ .75 FTE and serve as Site Director @ .25 FTE. The Site Director shall not evaluate unit members at their sites. Under the direction of the Educational Services Department, the Preschool Site Director will provide daily support to the CSPP program, to include, but not limited to parent engagement, communication, coaching for CSPP teachers, DRDPs, ECERS, Parent Evaluation, CSPP Evaluation, Dual Language Learners Survey, monitor QRIS grant implementation and the end of year CSPP Program Evaluation. The Preschool Site Director will monitor compliance with Child Care Licensing rules and regulation; additional responsibilities may include representative admin designee at parent meetings, for example SSTs, IEPs. (per posting)

2. Preschool Site Director may be a 1.0 FTE non-teaching position (if additional funding available). A full time Site Director shall be included within the GEFA bargaining unit. Full time responsibilities will include additional duties such as parent and student matters, IEPs and SSTs. The Site Director will not participate in the observation and evaluation process of staff.
 3. The Preschool Site Director, in addition to being a 1.0 FTE teaching position, in which case, shall receive a stipend of ten-thousand dollars (\$10,000).
- H. Preschool Lead/Site Supervisor
1. Under the direction of the Site Principal, a Preschool Lead/Site Supervisor shall be responsible for:
 - a. Administration of the CA State Preschool Program (CSPP)
 - b. Site Supervisor duties: DRDP and ECERS (in coordination with preschool teacher team), parent survey, Dual language learners survey and a year of CSPP Evaluation.
 2. If the Site Supervisor has a 1.0 FTE teaching position, the Site Supervisor shall receive a stipend of five-thousand dollars (\$5,000); If the Site Supervisor has a 0.75 FTE, they will be compensation as 1.0 FTE.

ARTICLE XXIV

TERM

- A. This Agreement between the Galt Joint Union Elementary School District (GJUESD) and the Galt Elementary Faculty Association (GEFA) shall remain in full force and effect from July 1, 2023, up to and including June 30, 2026, and shall remain in effect until a successor agreement is negotiated and ratified by both parties.

- B. The Galt Elementary Faculty Association (GEFA) and the Galt Joint Union Elementary School District (GJUESD) agree that issues that may arise during the contract term may be discussed and resolved via consensus and/or the creation of limited-term Memorandum(s) of Understanding (MOU). Either party may reopen salary and benefits and two (2) additional Articles each contract year within the stated term.

- C.
 - 1. The Communications Committee shall consist of the GEFA President, Vice President and Bargaining Chairperson. This committee shall meet with the Superintendent and/or a designated representative (s) once a month.

 - 2. The Communications Committee and the District representatives can mutually agree to modify the frequency and attendees of the meetings. The District will provide substitute coverage for the affected teachers.

ARTICLE XXV
SEVERABILITY

SEVERABILITY

- A. If any provision or application of this Agreement is found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede this Agreement and govern the relation of the parties.

- B. Either party may request negotiation of the invalidated subject matter. Such negotiation shall commence as soon as the requirements of Section 3547 of the Government Code are met.

Article XXVI

SUMMER SCHOOL/SUPPLEMENTAL INSTRUCTIONAL PROGRAMS
(ESY/MIGRANT EDUCATION)

- A. Summer school/supplemental instructional programs (ESY/Migrant Education) ("Summer Session") are offered by the District for the benefit of students.
 - 1. District shall establish the length of Summer Session, student hours, and bargaining unit work hours.
 - 2. District and GEFA shall negotiate the Summer Session calendar prior to implementation. Summer Session calendar shall include two (2) 4-hour pre-service days.
 - 3. For the 2021-2022 Summer Session, bargaining unit members shall be paid \$300.00 per day for a 4-hour instructional day. Beginning with the 2022-2023 school year, Summer Session compensation shall be paid at a minimum the prorated average daily rate for the bargaining unit.

- B. District shall provide Summer Session applications and program descriptions in March of each school year. The program descriptions shall include the proposed Summer Session calendar, hours of work, compensation, locations, required certificated positions, and qualifications.
 - 1. District shall post Summer Session positions at each school site and the District office for five (5) work days.
 - 2. By May 1, the District will notify applicants of their selection/non-selection and post a list of tentative assignments at each school site.
 - 3. District will provide written confirmation of the District's offer of a Summer Session assignment to an applicant. Applicants shall return their signed acceptance of the District's offer to the Human Resources Department within five (5) work days.
 - 4. Unit members offered a Summer Session assignment and decline to accept will not be considered for employment in the current Summer Session until all other available and qualified district applicants have been considered.

5. There shall be an initial posting of positions prior to the session with no requirement to repost for any vacancy.
 6. The parties agree the District may select non-bargaining unit personnel to fill any remaining open positions.
 7. Based on enrollment and site availability, District will make every effort to offer at least one (1) location for Summer Session on each side of HWY 99 (East and West). District shall make every attempt to rotate location(s) each year.
- C. Summer Session assignments shall be made as follows:
1. District shall give preference to qualified bargaining unit members currently employees by the District over outside applicants.
 2. Consideration in filling such positions will be given to a unit member's area of competence, length of service in specific grade level or subject area, recency of experience in specific grade level or subject area, completion of any specific skill or content training required, satisfaction of any special position requirements specified in the position announcement, and teaching effectiveness, as reflected in the most recent evaluations.
 3. The following will be used in the selection of Summer Session unit members after item C.2 has been considered:
 - i. When two (2) or more unit members are considered equally qualified by the District, the unit member with the greatest seniority shall receive the assignment.
- D. The employment of Summer Session bargaining unit members shall be based on projected enrollment.
1. The District reserves the right to terminate Summer Session employment based on enrollment and staffing needs.
 2. A change in assignment shall only be made for good and sufficient reason.

3. District shall provide the reason for the assignment change in writing upon request by the impacted bargaining unit member.
- E. Class size limitation for Summer Session programs shall be as follows:
1. PreK through 3rd grade and PreK through 3rd grade migrant education students enrolled in Summer Session or other supplemental remediation programs shall be in classes and/or groups of no larger than seventeen (17).
 2. 4th through 8th grade and 4th through 8th grade migrant education students enrolled in Summer Session programs shall be in classes and/or groups of no larger than twenty-five (25) students for each credentialed teacher.
 3. ESY class size shall be in classes and/or groups no larger than twenty (20) students.
- F. All grievances related to Summer Session shall commence at Level 2 of the parties' grievance procedure.

APPENDIX A
GALT JOINT UNION SCHOOL DISTRICT
SALARY SCHEDULES

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT						
CERTIFICATED TEACHERS SALARY SCHEDULE						
2023-2024						
Class I & II Salary Increase 6% and 3.5% on Classes III-VI						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V*	CLASS VI
STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90
1	53,312	55,444	56,302	58,554	60,896	
2	55,444	57,662	58,554	60,896	63,332	
3	57,662	59,969	60,896	63,332	65,865	
4	59,969	62,367	63,332	65,865	68,500	
5	62,367	64,862	65,865	68,500	71,240	
6	64,862	67,457	68,500	71,240	74,090	
7		70,155	71,240	74,090	77,053	
8		72,961	74,090	77,053	80,136	
9			77,053	80,136	83,342	
10			80,136	83,342	86,675	
11				86,675	90,142	
12				90,142	93,747	
13						103,716
15						105,013
18						106,326
21						107,655
24						109,000
27						110,363

Board Approved: 02/06/2024

Masters: \$2,000

Effective July 1, 2023 and prospectively, longevity increments for year of service only with the District shall be set as follows:

10-15 Years of District Service \$950
 16-19 Years of District Service: \$1,225
 20-24 Years of District Service: \$1,500
 25-29 Years of District Service: \$1,750
 30-plus Years of District Service: \$2,500

The unit member shall receive the longevity incentive included in salary.

\$2,000 stipend: TK-6th Grade Combination Teacher

\$3,500 stipend: BCLAD teacher in the Transitional Bilingual Program, BCLAD teacher in the Dual Language Immersion Program, Special Education Resource Specialist, and Special Day Class Teacher

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT							
PRESCHOOL PERMIT TEACHER SALARY SCHEDULE							
2023-2024							
	Class 1		Class 2		Class 3		
	1.0 FTE=7 Hours	.75 FTE	1.0 FTE=7 Hours	.75 FTE	1.0 FTE=7 Hours	.75 FTE	
1	41,675	31,256	43,342	32,507	45,076	33,807	
2	43,342	32,507	45,076	33,807	46,879	35,159	
3	45,076	33,807	46,879	35,159	48,754	36,566	
4	46,879	35,159	48,754	36,566	50,704	38,028	
5	48,754	36,566	50,704	38,028	52,733	39,549	
6	50,704	38,028	52,733	39,549	54,842	41,131	
7	52,733	39,549	54,842	41,131	57,036	42,777	
8	54,842	41,131	57,036	42,777	59,317	44,488	
9	57,036	42,777	59,317	44,488	61,690	46,267	
10	59,317	44,488	61,690	46,267	64,157	48,118	
Child Development Associate Teacher Permit Child Development Teacher Permit Child Development Master Teacher Permit Child Development Site Supervisor Permit Bachelor (BA) of Child Development with Master Teacher or Site Supervisor Permit or Site Director							

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT							
PRESCHOOL PERMIT TEACHER SALARY SCHEDULE							
2024-2025							
7.5 Hours Effective 7/1/2024							
	Class 1		Class 2		Class 3		
	1.0 FTE	.75 FTE	1.0 FTE	.75 FTE	1.0 FTE	.75 FTE	
STEPS							
1	44,648	33,486	46,440	34,830	48,300	36,225	
2	46,440	34,830	48,300	36,225	50,228	37,671	
3	48,300	36,225	50,228	37,671	52,237	39,177	
4	50,228	37,671	52,237	39,177	54,327	40,745	
5	52,237	39,177	54,327	40,745	56,499	42,374	
6	54,327	40,745	56,499	42,374	58,753	44,064	
7	56,499	42,374	58,753	44,064	61,115	45,836	
8	58,753	44,064	61,115	45,836	63,558	47,669	
9	61,115	45,836	63,558	47,669	66,097	49,573	
10	63,558	47,669	66,097	49,573	68,744	51,558	
Child Development Associate Teacher Permit Child Development Teacher Permit Child Development Master Teacher Permit Child Development Site Supervisor Permit Bachelor (BA) of Child Development with Master Teacher or Site Supervisor Permit or Site Director							

Board Approved: 02/06/2024

Masters: \$2,000

\$3,500 stipend: Bilingual Preschool Teacher in Dual Language
Immersion Program

Continuing Education Units - One-time bonus of 5% of annual
salary for 15 units, limited to 4 times.

10-15 Years of District Service	\$950
16-19 Years of District Service:	\$1,225
20-24 Years of District Service:	\$1,500
25-29 Years of District Service:	\$1,750
30-plus Years of District Service:	\$2,500

- A. The work year for Child Center Permit (CCP) Teachers shall be one hundred seventy-nine (179) days.
- B. CCP Teachers shall cover for each other's absences whenever possible.
- C. CCP teachers shall be eligible for seventy-five percent (75%) benefit coverage based on the current five and one-quarter (5.25) hour workday.
- D. The State Preschool Program shall be self-supporting.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT						
LANGUAGE, SPEECH, AND HEARING SPECIALIST						
2023-2024						
\$10,000 ADD-ON & Salary Increase 3.5% Effective July 1, 2023						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V*	CLASS VI
STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90
1	66,519	68,766	71,102	73,533	76,060	
2	68,766	71,102	73,533	76,060	78,689	
3	71,102	73,533	76,060	78,689	81,422	
4	73,533	76,060	78,689	81,422	84,266	
5	76,060	78,689	81,422	84,266	87,222	
6	78,689	81,422	84,266	87,222	90,297	
7		84,266	87,222	90,297	93,495	
8		87,222	90,297	93,495	96,820	
9			93,495	96,820	100,279	
10			96,820	100,279	103,877	
11				103,877	107,617	
12				107,617	111,508	
13						122,265
15						123,793
18						125,340
21						126,907
24						128,493
27						130,100

Board Approved: 02/06/2024

Masters: \$2,000

Effective July 1, 2023 and prospectively, longevity increments for year of service only with the District shall be set as follows:

10-15 Years of District Service	\$950
16-19 Years of District Service:	\$1,225
20-24 Years of District Service:	\$1,500
25-29 Years of District Service:	\$1,750
30-plus Years of District Service:	\$2,500

The unit member shall receive the longevity incentive included in salary.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT					
PSYCHOLOGIST SALARY SCHEDULE					
2023-2024					
Salary Increase 3.5% Effective July 1, 2023					
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V*
STEPS	BA	BA+45	BA+60	BA+75	BA+90
1	71,741	80,649	83,069	85,561	
2	73,535	83,069	85,561	88,128	
3	75,373	85,561	88,128	90,772	
4	77,257	88,128	90,772	93,495	
5	79,188	90,772	93,495	96,300	
6	81,168	93,495	96,300	99,189	
7		96,300	99,189	102,165	
8		99,189	102,165	105,230	
9		102,165	105,230	108,387	
10		105,230	108,387	111,639	
11			111,639	114,988	
12			114,988	118,438	
13					124,357
15					125,912
18					127,486
21					129,079
24					130,693

Board Approved: 02/06/2024

Masters: \$2,000

Effective July 1, 2023 and prospectively, longevity increments for year of service only with the District shall be set as follows:

10-15 Years of District Service	\$950
16-19 Years of District Service:	\$1,225
20-24 Years of District Service:	\$1,500
25-29 Years of District Service:	\$1,750
30-plus Years of District Service:	\$2,500

The unit member shall receive the longevity incentive included in salary.

APPENDIX B
FRINGE BENEFITS

A. Effective January 1, 2024, each full-time teacher may elect one (1) of the following health plan alternatives:

1 PARTY

	<u>WHA</u> <u>High</u>	<u>WHA</u> <u>Low</u>	<u>Sutter</u> <u>High</u>	<u>Sutter</u> <u>Low</u>	<u>Kaiser</u> <u>High</u>	<u>Kaiser</u> <u>Mid</u>	<u>Kaiser</u> <u>Low</u>
Medical	833.80	622.65	976.20	898.80	924.95	848.49	593.74
Dental	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
TOTALS	974.78	763.63	1117.18	1039.78	1065.93	989.47	734.72
CAP	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Employee share	74.78	0.00	217.18	139.78	165.93	89.47	0.00

2 PARTY

	<u>WHA</u> <u>High</u>	<u>WHA</u> <u>Low</u>	<u>Sutter</u> <u>High</u>	<u>Sutter</u> <u>Low</u>	<u>Kaiser</u> <u>High</u>	<u>Kaiser</u> <u>Mid</u>	<u>Kaiser</u> <u>Low</u>
Medical	1667.61	1245.31	1952.40	1797.70	1849.91	1696.98	1187.49
Dental	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
TOTALS	1808.59	1386.29	2093.38	1938.68	1990.89	1837.96	1328.47
CAP	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Employee share	908.59	486.29	1193.38	1038.68	1090.89	937.96	428.47

FAMILY

	<u>WHA</u> <u>High</u>	<u>WHA</u> <u>Low</u>	<u>Sutter</u> <u>High</u>	<u>Sutter</u> <u>Low</u>	<u>Kaiser</u> <u>High</u>	<u>Kaiser</u> <u>Mid</u>	<u>Kaiser</u> <u>Low</u>
Medical	2359.66	1762.11	2762.80	2543.90	2617.63	2401.23	1680.29
Dental	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
TOTALS	2500.64	1903.09	2903.78	2684.88	2758.61	2542.21	1821.27
CAP	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Employee share	1600.64	1003.09	2003.78	1784.88	1858.61	1642.21	921.27

- B. The District shall provide part-time teachers with the option of prorating the costs of medical and/or dental insurance premiums on the basis of number of hours worked per day to a unit of seven (7) with the teacher paying the difference.
- C. Both parties shall follow the rules and regulations of the carriers/administrators.
- D.
 - 1. Pursuant to COBRA, eligible teachers may elect to remain in the District-offered health and/or dental care plan at their own expense. Arrangements for advance payment shall be made with the Business Office.
 - 2. Pursuant to Education Code 7000, District-offered health and/or dental coverage shall be made available to eligible retired teachers at their own expense. Arrangements for advance payment, on a quarterly basis, shall be made with the Business Office.
 - 3. Retired teachers electing #2 above are required to join Medicare, if eligible. The District will provide information regarding medical supplementary coverage.
- E.
 - 1. The District agrees to allow eligible teachers to individually elect whether they wish to participate in Medicare. This election shall be conducted according to the rules and regulations of the Public Employment Retirement System (PERS).
 - 2. Eligible teachers are those who are members of STRS and who were hired on or before March 31, 1986.
 - 3. The effective date of coverage shall be November 1, 1992.
 - 4. Teachers electing to participate agree to authorize payroll deductions of 1.45% of their total wages effective from the date of coverage.
- F.
 - 1. The parties agree to continue a #125 Plan.
 - 2. Upon proof to the District of health coverage from another source and having signed a District waiver, full time employees may elect to have the District add \$300 to their monthly salary effective July 1, 2016.
 - a. This option is only available to teachers employed prior to June 30, 2006.
 - b. Teachers electing cash in lieu of benefits, who return to district health care after June 30, 2006 will no longer be entitled to the cash in lieu provision.

- G. The District and GEFA shall work together on a health benefits committee with the goals of working towards cost containment of quality health benefit programs for district employees. At its discretion, members of CSEA may participate. The committee shall determine a working schedule at its first meeting. Both GEFA and CSEA shall have equal representation on the committee.

APPENDIX C

SICK LEAVE SUPPORT SYSTEM (SLSS)

- A. The SLSS is intended for all District certificated/certificated management employees (C/CME).
- B. It may be implemented when a catastrophic illness or injury occurs.
- C. Catastrophic illness or injury is defined as follows:
 - an unforeseen health/accident condition or situation that is expected to incapacitate a C/CME for an extended period of time, or
 - that incapacitates a C/CME's family member, and
 - which requires the C/CME to take time off from work for an extended period of time to care for that family member, and
 - taking extended time off from work creates a hardship for the C/CME because he/she has or will exhaust all of his/her current and accumulated sick leave.
- D. Family member is defined to include a C/CME's spouse, parent, child, and/or any other relative living in a C/CME's immediate household.
- E.
 - 1. A C/CME or designee who is, or whose family member is, suffering from a catastrophic illness or injury may submit a written request to the Superintendent for sick leave donations through the SLSS.
 - 2. The request shall include verification of the catastrophic injury or illness, dated and signed by the attending physician, indicating the incapacitating nature and probable duration.
- F. The Superintendent shall submit the request and written verification to a joint committee.
- G.
 - 1. The joint committee will be comprised of two (2) administrators chosen by the Superintendent and two (2) teachers chosen by the GEFA President.
 - 2. The committee will consider each request on an individual basis and review all circumstances of the situation.
 - 3. Approval/recommendation of any request is not a precedent for any future request.

4. The joint committee shall have the right to audit the accounting paperwork of the C/CME Sick Leave Bank. This audit statement will include donations, deposits, and withdrawals, but not employee names.
- H. To ensure that donor C/CMEs retain sufficient sick leave to meet their own individual needs that may arise, eligibility shall not include current/accumulated sick leave of ten (10) days or less.
- I.
 1. All eligible C/CMEs shall be informed of the sick leave request, days requested, C/CME Bank balance, and provided with the procedures for making donations.
 2. Donated sick leave shall be in units of full workdays and be considered "current" to the requesting C/CME.
- J.
 1. All donated sick leave shall be deposited into the C/CME Sick Leave Bank prior to distribution to the employee.
 2. Sick leave may be donated up to a maximum of seventy-six (76) total days. (e.g. to cover school year $10+76+100 = 186$ /current employee sick leave + current donated sick leave + extended differential = total)
 3. Any additional donated leave above seventy-six (76) days shall remain in the C/CME Sick Leave Bank.
 4. Any donated leave in excess of requested days shall remain in the C/CME Sick Leave Bank.
 5. The C/CME Sick Leave Bank shall be accessed when the request has been approved by the joint committee.
- K. The Superintendent/Designee may request an update of the injury or illness from the attending physician.
- L. Any situations or details that create circumstances different from the above shall be dealt with by the joint committee.

APPENDIX D
EXTRACURRICULAR SALARY SCHEDULE

A. Middle School Sports \$3,000 per site for teacher compensation

B. Administration

Individual principals shall hire and evaluate for each program and make such modifications as he/she deems necessary in determining effectiveness of the program.

C. HOURLY RATES

1.	Adjunct Duty	\$ 55.00	Hourly (effective 11/28/22)
2.	Teacher Tutor*	\$ 22.20	Hourly (effective 7/1/08)
3.	Dawn Patrol	\$ 15.96	Hourly (effective 7/1/08)

* Less than twenty (20) hours weekly and not eligible for fringe benefits.

D. The adjunct duty rate shall be paid to Middle School teachers who substitute teach during their preparation time. (Each period taught shall be compensated with one hour of pay at the adjunct duty rate).

Appendix E
MULTITRACK YEAR-ROUND EDUCATION

A. Workyear

1. Effective July 1, 2002, the workyear for teachers at MTYRE schools shall include one-hundred eighty-two (182) work days as follows:
 - One-hundred seventy-six (176) instructional days (student contact days).
 - Three (3) staff development days per SB 1193 guidelines.
 - Three (3) track change days.
2. Teachers new to the District shall have a one-hundred eighty-four (184) day workyear which shall include two (2) days of in-service orientation.
 - For payroll purposes their daily rate shall be defined as their placement on the salary schedule divided by one hundred eighty-four (184).
3. Annual student's minutes at MTYRE calendar schools shall, at a minimum, meet the State required annual instructional minutes per grade level.

B. Conversion to MTYRE

1. District teachers who notify the District of their desire to transfer out of a school which has been designated to convert to a MTYRE schedule, shall be given first preference for vacancies in other schools, if they meet the requirements for the position, e.g. special training and/or certification e.g. BCLAD or CLAD, District needs and recent in-district experience. If the district teacher has notified the District of their desire to transfer, but is not transferred because there is not a position open for which they meet the requirements, the district teacher will then be given preference when a position is available in subsequent school years until they are placed at a school on a traditional calendar.
2. Known vacancies shall be posted at each school on the closest workday to January 31, February 28, and March 31. Vacancies shall be mailed to off-track teachers.
 - The posting shall be for a period of not more than five (5) school days.
 - Vacancies after March 31 posting process, shall be offered to grade level teachers at this site. The final vacancy shall be filled by the District.
3. When an opening at a MTYRE site occurs:

- The site administrator shall notify grade level teachers of the opening.
 - Teachers in the same grade level of the opening shall be given first choice to fill the vacancy.
 - Any unfilled vacancy shall then be posted for not more than 5 days in the District.
 - This process shall be in effect until March 31 posting.
4. Traditional Schools Preparing for MTYRE
- a. Site Leadership teams shall identify one modified Wednesday, to provide time for a mandatory grade level meeting to develop room sharing agreements for grade levels participating in MTYRE. If necessary, teachers will be compensated for up to an additional two hours at the adjunct duty rate for their time.
 - b. Teachers participating in room sharing agreements may voluntarily participate in one additional work day to prepare for MTYRE. Participating teachers will receive \$100.00.
5. Track Requests (For Traditional Schools Converting to MTYRE)
- a. Grade level members will try to come to an agreement as to track assignments. Grade level teams must ensure that legal requirements for district school programs are met (e.g. GATE, CLAD, Special Ed. Mainstream). Grade-level teams are also encouraged to consider the needs of families. Teachers should use the Teaching Assignment Interest Form to indicate their track preference.
 - b. If consensus cannot be reached, the principal or vice-principal will meet with the team members for purposes of facilitating a decision by the team of teachers.
 - c. If a team decision cannot be reached, site seniority will be determining factor as evidenced by date of hire at the site. If equal then district seniority shall be the determining factor.
 - d. Appeal Process
Seniority is not a basis for an appeal. If an amicable track assignment decision cannot be reached the site administrator/district and teacher, a secondary review process (appeal) is available.
 - The teacher requesting track assignment shall submit a written request to the

- Superintendent, detailing the reasons for the appeal based on criteria in Section A, above.
 - The site administrator/District shall submit his/her written decision based on criteria in Section A, above.
 - The Superintendent shall submit the appeal to a joint committee for a decision.
 - The joint committee shall be comprised of two (2) administrators chosen by the Superintendent and two (2) teachers chosen by the GEFA President.
 - The committee shall consider each request and review the circumstances of the situation.
 - Within ten (10) working days of the date of submission, the four-member committee shall approve/disapprove the site administrator's decision.
 - In the event of a split decision by the committee, the Superintendent shall make the final decision.
 - The final decision is binding.
- e. The above process must be completed prior to a final decision on track selection for each grade level.
- C. Children of district teachers who work at a school on a Multitrack Year-Round schedule shall be given first consideration for same track placement.
- D. Teachers granted an unpaid leave of absence shall not be guaranteed a track or grade level preference upon return to duty.
- E. Track Changes/Reassignment
1. District teachers who would like to request a change of track/grade shall submit a written request to the principal by February 15. This will not preclude interested teachers from applying for positions that occur after February 15.
 2. Reassignment for regular education classroom teachers shall not result in a change of track placement unless it is due to:
 - 1) changing enrollment or,
 - 2) Peer Assistance and Review (PAR) panel recommendations (Tenured teachers who have been referred to PAR for two (2) consecutive years

and who have not demonstrated improvement toward meeting standards).

3. If an involuntary track and/or grade reassignment must be made for purposes of changing enrollment, the principal shall attempt to resolve which teacher must be reassigned collaboratively with the teachers in the track that is affected. If the collaborative efforts have failed, then the teacher with the least District seniority shall be changed. If an involuntary track and/or grade reassignment must be made due to a PAR panel recommendation, the principal shall inform the teacher in question prior to March 1.
4. In the event changing enrollment affects more than one (1) grade level at a site and collaboration does not lead to a resolution, the least senior teacher of the grade levels affected is the last teacher placed.
5. A teacher who is involuntarily reassigned shall, upon written request, be given a written statement of the specific reasons why he/she was reassigned, and shall be entitled to conference if requested.
6. New teachers may be hired but not assigned to vacancies unfilled or occurring before the end of the April posting period. Newly opened positions occurring between the end of the April posting period and the May 15 posting period shall be first offered to current certificated staff before new teachers are considered.
7. No requests for voluntary reassignment shall be granted unless any and all teachers subject to involuntary reassignment have been placed within the applicable posting period.

F. Substituting

1. District teachers who are off-track, and traditional calendar district teachers on recess, shall have the first opportunity to substitute, providing they have notified the personnel office of their interest and availability for substituting. The District shall call interested district teachers about substitute opportunities before calling non-district teachers. If a district teacher cannot be reached on a first phone call, then the District shall call another district teacher or a non-district teacher to ask them to substitute. The district teacher shall be paid one hundred thirty dollars (\$130.00).

G. Maintenance of Working Conditions

1. District teachers assigned to the year-round education schedule shall be provided with an opportunity to serve as BTSA provider or Consulting Teachers (PAR), and to participate in district committees, SIP activities, professional growth conferences or any leaves specified in the Agreement. Participation in any of these programs shall not dictate track assignment.
2. A district teacher on a year-round track schedule shall receive one (1) full year STRS retirement credit.
3. A principal of a Multi-track Year-Round schedule school shall develop a plan for communicating with off track district teachers.

H. Specialist/Others

1. Since students on all tracks require equal access to specialists: resource specialists, music teachers, speech therapists, P.E. teachers and any other specialists may extend or vary their work year if mutually agreed between the employee and the District. Extensions of the work year will be paid at the employees' daily rate. In the event that there is not mutual agreement, specialists/others may use the appeals process listed in Section B., 5.,d.of this Article. Assignments for specialists shall be made by April 1.

I. Track On/Track Off

1. The District shall provide either built-in or movable storage for district teachers who are room sharing. The District shall be responsible for moving district teachers' movable storage (e.g. carts and file cabinets) from one room to another at each room change.

J. Exchange Days

1. MTYRE district teachers who are "on track" may voluntarily exchange up to ten (10) working days per school year with another MTYRE district teacher who is "off track" without loss of pay, benefits, or sick leave. MTYRE district teachers must notify and have the approval of the site administrator(s) at least one (1) week prior to the exchange. The "on track" MTYRE district teacher is responsible for preparing lesson plans unless other arrangements are mutually agreed upon by the two (2) district teachers.
2. The District bears no responsibility for the enforcement of exchange day agreements between district teachers, nor shall the District be liable for the

payment of additional compensation based upon any teacher working beyond his/her regular work year pursuant to an exchange day agreement between district teachers.

3. Exchange days may not be carried forward to the next school year.

K. Roving/Rotating

1. Each grade level shall decide on either a roving or rotating system. The room sharing process shall be revisited for subsequent years.
2. If a roving system is utilized at a grade level, the "rover" must volunteer for that assignment and the decision must be based on a majority vote of the grade level teachers no later than May 1. The site level principal shall set the date for the grade level decisions regarding rotation/roving.

L. Intersession

1. Any vacant classroom may be used for Intersession.
2. Teachers whose room will be used for Intersession will be notified a minimum of five (5) days before tracking off.
3. Intersession teachers will be provided with a "check out" procedure and monitored to ensure rooms are left in appropriate order.