# AGREEMENT BETWEEN GERBER TEACHERS' ASSOCIATION AND THE GERBER UNION ELEMENTARY SCHOOL DISTRICT

# AGREEMENT BETWEEN GERBER TEACHERS ASSOCIATION AND THE GERBER UNION SCHOOL DISTRICT

### TABLE OF CONTENTS

#### **CONTRACT LANGUAGE:**

PREAMBLE	PAGE	1
ARTICLE I RECOGNITION	PAGE	1
ARTICLE II ASSOCIATION RIGHTS	<b>PAGES</b>	1-2
SALARY REDUCTION AGREEMENT	PAGE	3
PAYROLL DEDUCTION FORM	<b>PAGE</b>	4
ARTICLE III DISTRICT RIGHTS	<b>PAGE</b>	5
ARTICLE IV EFFECT OF AGREEMENT	PAGE	5
ARTICLE V GRIEVANCE PROCEDURE	<b>PAGES</b>	5-8
GRIEVANCE NOTIFICATION OR APPEAL FORM	PAGE	9
ARTICLE VI HOURS OF EMPLOYMENT	<b>PAGES</b>	10-11
ARTICLE VII DUTY CALENDAR	<b>PAGES</b>	11-12
ARTICLE VIII WAGES AND SALARY	<b>PAGES</b>	12-14
ARTICLE IX HEALTH AND WELFARE BENEFITS	<b>PAGES</b>	14-15
ARTICLE X REASSIGNMENT	PAGE	15
ARTICLE XI EMPLOYEE'S PERSONNEL FILE	PAGE	16
ARTICLE XII LEAVES	<b>PAGES</b>	16-23
ARTICLE XIII RETIREMENT PROCEDURES	PAGE	24
ARTICLE XIV EVALUATION PROCEDURES	<b>PAGES</b>	25-28
CERTIFICATED EVALUATION TIMELINE	PAGE	29
PRE OBSERVATION CONFERENCE FORM	PAGE	30
EVALUATION FORM	<b>PAGES</b>	31-33
FORMAL EVALUATION SUMMARY RATING	PAGE	34
TEACHER PERFORMANCE STANDARDS	<b>PAGES</b>	35-53
ARTICLE XV MISCELLANEOUS	PAGE	54
ARTICLE XVI TERM	<b>PAGE</b>	55
ARTICLE XVII VACANCY POSTING PROCEDURES	<b>PAGES</b>	54-55
ARTICLE XIII IMPACT OF LAYOFFS	PAGE	55
ARTICLE XIX ORGANIZATIONAL SECURITY	<b>PAGES</b>	55
ARTICLE XX SEVERABILITY	PAGE	56
APPENDIX:		
SCHOOL CALENDARS (Appendix A-B)	DACEC	<i>E7 E</i> 0
SALARY SCHEDULES (Appendix C-D)	PAGES	57-58 50-63
	PAGES	59-62
ADJUNCT DUTY LIST (Appendix E)	<b>PAGES</b>	63-65

## AGREEMENT BETWEEN GERBER TEACHERS ASSOCIATION AND THE GERBER UNION SCHOOL DISTRICT

#### PREAMBLE:

This Agreement was made and entered into on the 15th day of July, 2021 by and between the Gerber Union Elementary School District, hereinafter referred to as District, and the Gerber Teachers Association of the California Teachers Association, hereinafter referred to as Association, pursuant to Sections 3540 et. seq. of Chapter 10.7, Division 4, Title I of the Government Code of the State of California.

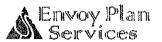
#### ARTICLE I: RECOGNITION

The District affirms its recognition of the Association as the exclusive representative of that unit of employees certified by the Public Employment Relations Board in Case No. S-R-799. That unit for purposes of recognition and exclusive representation shall be defined to include all full time, part time, and temporary certificated employees except day to day substitutes, confidential, supervisory, and management employees. The provisions of this Agreement hereinafter set forth shall only apply to those employees designated in this unit.

#### ARTICLE II: ASSOCIATION RIGHTS

- 2.1 The Association shall have the right of access to areas in which employees work, subject to the following procedures and conditions. All Association business, discussion, and activities shall be conducted by unit members and Association officials outside of employees' assigned duty times and in such a way which will not interfere with school programs. Employees shall have the right to refrain from listening or speaking with Association representatives. Association representatives shall notify the Superintendent/Principal or designee in advance of the time, place, and nature of association business. Association representatives who are not employed by the District shall follow District procedures prior to visiting the school campus.
- 2.2 The Association may use District facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities must be followed.
- 2.3 The Association may use the school mailboxes and the designated bulletin board subject to the following conditions:

- 2.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with an authorization by an Association Officer, that such material is an official Association publication;
- 2.3.2 At the time of posting or distribution, a copy of such material must be provided the Superintendent/Principal or designee;
- 2.3.3 The Association shall not post or distribute information which is defamatory of the District or its personnel.
- 2.4 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly CTA/NEA/GTA membership dues, as voluntarily authorized in writing by the employee, on the appropriate District form, subject to the following conditions:
  - 2.4.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee.
  - 2.4.2 The District shall not be obligated to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing 15 days or more after such submission.
- 2.5 The District shall deduct CTA/NEA/GTA dues in accordance with the current dues and service fee schedule; the Association will provide the District with any changes in said fee schedule.
- 2.6 The District will make available, upon request, and at cost, standard school supplies and the use of the copy/fax machines to the Association when such use is requested in writing and signed by any authorized representative of the Association.
- 2.7 Pursuant to the procedures specified in 2.4 above, the District shall deduct from the pay of unit members group insurance premiums pursuant to Education Code Section 44041 and annuity programs authorized by Section 403 (b) of the Internal Revenue Code. The District uses the Salary Reduction Authorization form (see page).



#### SRA – SALARY REDUCTION AGREEMENT 403(b) (TSA) Plan

This Agreement must be signed by the Employee and received by the Plan Administrator. If you participate in multiple 403(b) (TSA) accounts, all salary reductions must be on one SRA form. This Agreement is not effective until approved. This Agreement is irrevocable by the Employee as to any salary or amounts paid, but may be terminated or changed as to salary not yet paid. Compensation to be paid to this Employee shall be reduced by the sum indicated below per pay period starting with the compensation to be paid on the date requested below, or the first available payroll period after all requirements are satisfied. Please note that any SRA initiating contributions to be directed to a non-registered 403(b) provider must be rejected in conformance with California Education Code 25100 et. seq. Please note that the contribution amount may not exceed the maximum allowable contribution limits as adjusted annually by the Internal Revenue Service.

\*Note: There is an administrative charge that will be deducted from your paycheck in addition to the contribution amount you list below.

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PRIOR 403(b) (TSA) SALARY REDUCTION AGREEMENTS – INCLUDING THE AMOUNT(S), PROVIDER(S), AND EFFECTIVE DATE(S).

EMPLOYER NAME	*	and a commerce of the same and a commerce described and a commerce of the described of the commerce of the com		
Employee Name		Social Security Number	Date of Birth	Date of Hire
Phone (Day)	Phone (Home)	Mailing Address		City, State, Zip
Email Address		Salary Reductions:		Classified
		11-me		Certificated
403(b) PLAN - TSA : 0	Check Box: Agent/Brok	er must also sign below i	for all annuity sales.	
This is to Change the A This is to Change my C This is to Terminate/S	Amount of my currently exis Company/Provider top my 403(b) (TSA) SRA (	(Check only if not currently sting 403(b) (TSA) Salary Ro (Indicate below the Effective	eduction Agreement  Date & Company/Provider	Name)
Monthly Amount \$	Effectiv	e with my payroll date (m	m/dd/yyyy):	, 20
The Employer in accordan	ce with the employer's 403(1	b) Plan shall transmit the abo	ove in the following manner	\$
	Сотрану/Provider Name:	:		
\$To:		wy-maranananan		
Account #	<b>‡</b>			
\$To:		PARAMETER STATE ST		
Account #	£			
\$To:		na consumente na a pu		
Account #	f	<del></del>		
		brequent changes can be made onlin		· · · · · · · ·
understands that a termination or relating to those registration requ Agreement has been executed by form. *I acknowledge that a mont	f salary reduction contributions to frements will mean that Employee and on behalf of the parties hereto hly administrative charge of	stands, and agrees to the terms and c a provider that has not compiled we may not reaume contributions late o and the Employee has read and un \$3.00 per month will be deduced above, and I hereby auth	with or maintained registration in or to that non-conforming provider inderstands the terms and condition ted from my paycheck begin	conformance with California law.  N WITNESS WHEREOF, this is listed on the reverse side of this ming September and through
	Signature of Employ	ree Date	(Please Note: Above date must b	e within last 90 days to be valid)
	-	P		
		for annulty product being initiate hat no portion of the Employee's a		
	Signature of Agent/B	Proker Date	(Please Nate: Above date must be	e within last 90 days to be valid).



### Gerber Union Elementary School District

23014 Chard Avenue Gerber CA 96035 (530) 385-1041 FAX (530) 385-1451

"Inspiring students to work hard and dream big!"

Jenny Marr

Superintendent/Principal

# Payroll Deduction Form 403(b) Plan Administration Fees

Pleas	se complete and file with the office.			
1.	Employee information			
Ē	mployee's Name			
Ē	mployee's Address			
Ĉ	ity	<u>CA</u> State	ZIP Code	
2.	Payroll deduction agreement  i, the Employee, hereby authorize my Employer to deduct from so share of the cost of the administration for the 403(b) Plan. This agr from my paycheck. The payroll deduction frequency and/or amount Employer and the 403(b) Plan Third Party Administrator.  \$ 2.40	eement will remain in effect	as long as I am making 403(b) s	alary deferra
3.	Signature The Employer may terminate this Agreement at any time with respe	ct to amounts not deducted	from my pay at the time of termin	nation.
	Employee Name	Socia	I Security Number	
	Employee Signature		Date	

#### ARTICLE III: DISTRICT RIGHTS

- It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 3.2 The District's exercise of its power, rights, and authority, duties and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 3.3 It is also agreed and understood that no grievance shall be filed on the basis of an alleged violation of this Article.

#### ARTICLE IV: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions in this Agreement shall prevail over District practices and procedures to the extent permitted by state law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

#### ARTICLE V: GRIEVANCE PROCEDURE

- 5.1 Definitions:
  - 5.1.1 A "grievance" is an alleged violation of the specific provisions of this agreement.
  - 5.1.2 A "grievant" is a unit member or the Association.
  - 5.1.3 The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.
  - 5.1.4 A "day" is any day during which the unit member is required to be on duty.
- 5.2 Informal Resolution:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

- 5.3 Formal Procedure:
- 5.3.1 Level I:

- 5.3.1.1 Within twenty days (20) after the grievant knew, or reasonably should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor. (see Grievance Notification or Appeal Form).
- 5.3.1.2 This statement shall be a clear, concise statement of the grievance, citing the specific provision of the contract allegedly to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.
- 5.3.1.3 The supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance.
- 5.3.1.4 Within the above time limits, either the grievant or the supervisor may request a personal conference with the other party.

#### 5.3.2. Level II:

- 5.3.2.1 If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal in writing the decision to the Superintendent/Principal or designee. If the Superintendent/Principal or designee is also the immediate supervisor, this level shall be bypassed.
- 5.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reason for appeal.
- 5.3.2.3 The Superintendent/Principal or designee shall communicate his/her decision in writing to the grievant within ten (10) days.

#### 5.3.3. Level III Mediation:

- 5.3.3.1 If the grievance is not adjusted at Level II, the Association may submit a written request to the Superintendent/Principal or designee for mediation within ten (10) days of the Level II response.
- 5.3.3.2 Upon receipt of the request for mediation by the Superintendent/Principal, or designee, the District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.
- 5.3.3.3 During the pendency of mediation, the timelines for further processing of the grievance shall be stayed.

#### 5.3.4. Level IV Arbitration:

- 5.3.4.1 If the grievance is not adjusted at Level III within ten (10) days of the conclusion of mediation, the Association may submit to the Superintendent/Principal or designee a written request for arbitration.
- 5.3.4.2 The District and Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within ten days of said notification, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.
- 5.3.4.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. If any question arises to the arbitrability of the grievance, the arbitrator shall rule on this issue prior to hearing the merits of the grievance, unless he/she rules otherwise.
- 5.3.4.4 After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and an award to both parties.
- 5.3.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not supported by the evidence. The arbitrator's authority to award back pay is limited to the beginning of the fiscal year in which the grievance was filed.
- 5.3.4.6 Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses, except for released time pursuant to the Educational Employment Relations Act, shall be borne by the party incurring them.
- 5.3.4.7 The findings and decision of the arbitrator shall be final and binding on all parties subject to established right of judicial review.

#### 5.4 Miscellaneous Provisions:

- 5.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.
- 5.4.2. All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.
- 5.4.3 Timelines in this Article shall be computed from the day following the referenced event. Timelines in this procedure may be extended by written mutual written agreement between the parties.
- 5.4.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified. Failure by the administration to respond within the time limits specified at each level shall start the time period for the grievant to appeal to the next level.
- 5.4.5 An employee may present grievances to the District, and have such grievances adjusted without the intervention of the Association, so long as the adjustment is reached prior to arbitration, and the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 5.4.6 If the same complaint or substantially the same complaint is made by more than one employee against one party, the parties may agree that only one employee on behalf of himself/herself and the other grievant may process the grievance through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.
- 5.4.7 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be public without the written agreement of all parties.
- 5.4.8 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.
- 5.4.9 Forms for filing grievances shall be prepared jointly by the District and Association (see Grievance Notification or Appeal Form).

5.4.10

### Grievance Notification or Appeal Form

Name of Grievant:  NOTE: If the grievance is filed on behalf of a class or group of employees, identify the class or group and attach a listing of the names of the individuals.
Grievant's Work Location:
Grievant's Work Assignment:
Choose Appropriate Level of Grievance or Appeal:Level ILevel IILevel IV
Date of the aggrieved act or omission (or the date that it became known to you):
Indicate the specific Article, Section, and page of the collective bargaining contract that is alleged to have been violated:
Describe the act or omission in question and include specifics, such as names, dates, times, places, etcetera. (Attach additional page(s) if necessary.)
State the specific remedy that you are seeking:
Do you plan to utilize conferees?YesNo If so, state their names:
If this is not a Level I grievance or appeal, what was the decision rendered in the previous level?  (Attach copies of previous level decisions.)
Signature of Grievant Date

#### ARTICLE VI: HOURS OF EMPLOYMENT

- 6.1 Unit members will have their workstations available to receive students at 7:55 A.M. It is agreed and understood that teachers will complete all professional duties and responsibilities such as; Back to School and Open House events, IEP and SST meetings. Unit members will remain on campus until their students have been dismissed from a regularly scheduled day, unless the unit member has received prior approval from the administration. Unit members will also be expected to attend two evening events per year for a minimum of two hours. One evening event to be assigned by the district, and one event to be chosen by the unit member. The district will provide a sign-up sheet by September 30.
  - 6.1.1 Unit members will have their workstations available to receive students at 7:55 a.m. The student instructional day shall be from 8:15 a.m. to release time. Release times are: grades TK-2 at 2:25 p.m.; grades 3-5 at 2:30 p.m.; grades 6-8 at 2:35 p.m. Classroom teachers will be entitled to a duty-free 35 minute lunch.
- 6.2 Unit members shall attend up to seven and one-half (7.5) hours of meetings per month. Three and one-half hours of such time will be dedicated for the purpose of collaboration planned collaboratively with administration. One and a half hours of such time will be planned collaboratively with administration and the additional two hours will be teacher driven. The additional four hours of teacher meetings will be planned by administration for general faculty, professional development, or collaboration. General faculty meetings shall not exceed two (2) hours in length. The Superintendent/Principal or designee will provide a schedule of the meetings at the start of the school year. Superintendent/Principal or designee will provide reasonable advance notice when a change is made, no less than one month in advance. The length of such meetings may be extended by agreement of the participants. The Superintendent/Principal or designee may, upon reasonable advance notice and based upon program needs, vary the length of an individual meeting provided the total number of monthly minutes for meeting is not exceeded. In any month where the Superintendent/Principal or designee determines seven and a half (7.5) hours of meeting time is not necessary, unit members may use the remaining time for classroom preparation.
- 6.3 Unit members may leave immediately after all professional duties and responsibilities have been completed as stated in 6.1. A unit member's work day consists of 7.5 hours. Of those hours, approximately six hours will be during the regularly scheduled school day as student contact time. Unit members will flex the remaining hours as part of their professional day. These hours may be in the morning, after school, in the evenings or on weekends at the discretion of the unit member.

All Wednesdays will be minimum student attendance days in accordance with the negotiated calendar and all Wednesday will be scheduled for meetings as described in 6.2

- 6.4 Unit members can be required to perform supervision duties during the various recesses during and before the school day except lunch recess. The number of supervisory staff used for a particular recess will be determined based upon safety requirements.
  - 6.4.1 Unit members will be available to assist in after-school bus supervision.
- 6.5 After consultation with the affected teacher and the Association, the Superintendent/Principal may adjust a unit member's work day to meet the needs of his/her assigned students/assignment. However, this modified work day shall not exceed the length of the day specified in Article 6.1.
- 6.6 Unit members will choose a minimum of one item from the Adjunct Duty List to organize during the school year. The District and the Unit President will review the items on the list annually and have the list available for selection by May 30 (for the following year).

#### ARTICLE VII: DUTY CALENDAR

- 7.1 Effective July 1, 2004 the duty calendar for unit members shall be 184 days, including 180 student instruction, one teacher duty day and three (3) staff development days (see Appendix A).
- 7.2 The Association and District agree to meet and negotiate the opening and closing dates of the school calendar and the distribution of holidays and recesses on or before May 1 of the year prior.
- 7.3 Each school year, the Association and District shall develop a Memorandum of Agreement (MOA) concerning the scheduling and content of the three staff development days, based upon the input of a joint District/faculty staff development committee.
  - 7.3.1 To determine eligibility for making-up missed staff development days, teachers must follow normal leave request and verification procedures. Teachers are not eligible to use Personal Necessity Leave Article 12.6.4.
  - 7.3.2 Teachers who do not participate in the three (3) staff development days may make-up each such day missed, without additional compensation, by completing prior to May 31 of the school year, an alternate inservice activity approved by the Principal. If any missed staff development days are not made up pursuant to this provision, the teacher's salary will be adjusted accordingly, and any leaves utilized will not be charged according to hours missed based on their daily rate of pay.

7.4 After consultation with the affected teacher and the Association, the Superintendent/Principal may adjust a unit member's duty calendar to meet the needs of his/her assigned students/assignment. However, this modified duty calendar shall not exceed the number of work days specified in Article 7.1.

#### ARTICLE VIII: WAGES AND SALARIES

- 8.1 Effective July 1, 2023, unit members shall be paid 8.5%% increase from ongoing salary pursuant to the 2023-24 Salary Schedule Effective July 1, 2024, unit members shall be paid 4% increase from ongoing salary pursuant to the 2023-24 Salary Schedule (see Appendix C & D).
- 8.2 Initial columnar placement on the salary schedule shall be determined as follows:
  - 8.2.1 Column A: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and thirty semester units of additional approved academic work.
  - 8.2.2 Column B: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and 42 semester units of additional approved academic work.
  - 8.2.3 Column C: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and 54 semester units of additional approved academic work.
- 8.3 Initial step placement shall be determined by years of regular full time applicable experience. A maximum of nine years may be granted for previous applicable experience.
- 8.4 Salary schedule advancement shall be determined as follows:
  - 8.4.1 After initial placement in a column an employee may advance up to three steps without additional professional preparation. Advancement beyond three steps will require the successful completion of four semester units of approved work or its equivalent as determined below.
  - 8.4.2 Employees may move from one column to another on the basic salary schedule in the year following the completion of the required number of approved units.
  - 8.4.3 An employee must inform the Superintendent/Principal in writing of his/her intent to qualify for a column change prior to June 15 of the school year prior to the year of the

- anticipated change. Written confirmation for the completion of that work must be submitted to the office before September 1st.
- 8.4.4 Grade cards or their equivalent must be submitted for all approved work completed as soon as they are received by the employee.
- 8.5 Units for advancement shall be approved as follows:
  - 8.5.1 All units for advancement on the basic salary schedule will be approved in advance by the Professional Advancement Evaluation Committee, composed of two unit members and the Superintendent/Principal or his designee. Requests for unit approval will be submitted in advance and in duplicate upon the approved form.
  - 8.5.2 Generally units undertaken for advancement will fit into a pattern designed to maintain well rounded professional preparation to keep employees informed and current in each curricular area as well as in methodology and current educational issues. Each employee will maintain a record of units undertaken and will use it to apply the criterion of "well rounded professional development". A copy of that record will be reviewed with each request for approval.
  - 8.5.3 Normally college and university units will be approved if they fit into the pattern above; however, other work may be approved if it provides professional development activities which are consistent with the intent of this policy. In such cases activities will be converted to "semester units" on the basis of equivalent hours of time devoted to participation, preparation, and homework; generally 15 to 18 hours of work will be deemed equivalent to a unit.
  - 8.5.4 Professional advancement work undertaken during duty hours, for which the district provides substitutes or pays for registration fees and/or participation costs, will not be counted as approved work for salary schedule advancement purposes unless the work is part of an agreed upon and approved duty assignment on a committee or project which is of benefit to the district.
  - 8.5.5 In all cases work must be approved in advance.
- 8.6 Effective July 1, 2023, unit members who hold a masters degree as of September 1 of any school year from an institution accredited by a recognized accrediting organization shall be paid \$999.00 in addition to the regular salary schedule placement. Such payment shall be prorated for part-time employees.
- 8.7 Effective July 1, 2021, unit members assigned to tutoring students shall be paid \$55.00 per hour.

8.8 As the need arises, the District shall post opportunities for special projects, including such factors as compensation, the scope of the work, required training and experience, and timeline for completion, at the rate of \$55.00. Interested unit members may apply.

Acceptance or suggested modifications of any such proposal received is in the discretion of the District.

#### 8.9 Reassignment Stipends

The District will pay reassignment stipends as follows:

- 8.9.1 For a grade level change, a teacher may receive up to one (1) day's pay at his/her daily rate for preparation for the new assignment.
- 8.9.2 For a classroom move, a teacher may receive up to one (1) day's pay at his/her daily rate for moving and classroom preparation.

#### 8.10 Teacher in Charge Stipend

The District proposes that in the absence of campus administrators, the Teacher in Charge will receive differential compensation based on the difference between step five (5) of the salary schedule of the salary schedule of the Assistant Principal/Title 1 Coordinator and the teacher's own daily rate of pay for the amount of time (in whole hours) Teacher in Charge duties are performed.

#### 8.11 Combo Class Stipend

Effective July 1 2023, the District will pay a combo class stipend when a teacher is assigned a combo class. (See Appendix C1 & D1)

#### 8.12 BCLAD Credential Stipend

Effective July 1, 2023, unit members who hold a BCLAD Credential as of September 1 of any school year from an institution accredited by a recognized accrediting organization shall be paid a stipend in addition to the regular salary schedule placement. Such payment shall be prorated for part-time employees. (See Appendix C1 & D1)

#### 8.13 Authorized Trainings Outside Work Day:

When the District authorizes pay when approving unit members to attend trainings outside the work day and/or during the summer, the rate of pay shall be \$55 per hour The decision to provide compensation shall be solely with the Superintendent//Principal.

#### ARTICLE IX: HEALTH AND WELFARE BENEFITS

- 9.1 Effective July 1, 2023, the District will contribute up to \$14,200 per year for each full-time unit member towards the premium cost of the existing group health and life insurance plans and dental and vision insurance plans for eligible employees and covered dependents. It is agreed and understood that any premium costs for the medical, dental, vision and life insurance not covered by the above District insurance premium contribution shall be borne by the employee through monthly payroll deduction.
- 9.2 District will contribute its required share for participation in the Medicare only program for eligible employees who elect to participate in said plan effective July 1, 1990. It is understood that employees participating in this program will have their contributions deducted from their payroll warrants.

#### ARTICLE X: REASSIGNMENT

- 10.1 Upon initial employment the Superintendent/Principal shall assign employees to the positions, subject areas, and programs in which they are to serve.
- 10.2 Reassignment is defined as a change in general grade level responsibility for self-contained classroom teachers or subject matter responsibility for teachers in the upper grades. After the initial assignment it may become necessary to reassign employees or an employee may request reassignment.
- 10.3 Reassignment shall be made based upon all of the following criteria, which are not listed in priority order.

Professional experience/training
Employee requests
Enrollment patterns
District seniority
Credentialing
Best interests of District educational needs

Prior to any reassignment not requested by the employee, the District shall seek, but not be obligated, to volunteers.

- 10.4 Involuntary reassignments shall not be made arbitrarily, vindictively, or capriciously.
- District will attempt to provide employees with specific assignment notices by May 15 of each year; however, enrollment fluctuations and staff changes may necessitate later notification. In such cases employees will be notified as soon as is practicable.

#### ARTICLE XI: EMPLOYEE'S PERSONNEL FILES

- Employee personnel files will be handled in a confidential manner and will be made available only to the employee, persons authorized in writing by the employee, the Superintendent/Principal, and those authorized by the Superintendent/Principal. For legitimate reasons, the Board also has access to personnel files, and may delegate a specific member to review any file in accordance with the procedures in Article 11.3.
- Ratings, reports, or records shall not be available for the inspection by employees if they were obtained prior to the employment of the person involved, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.
- All other written materials filed in the personnel file shall be made available for inspection by the employee at an off-duty time. Inspection shall take place in the presence of an administrator or designee.
- 11.4 No material derogatory to any employee's conduct, service, character or personality shall be placed in the personnel file unless that employee has had an opportunity to read and respond to such material. Employees will have a period of ten (10) working days from the time of receipt of notice of such material to respond to said material; such response will be attached to the file copy of such material.
- 11.5 In accordance with Administrative Regulation (AR) 1312.1 and Board Policy (BP) 1312.1, employees shall be notified of the existence of a complaint against the employee and provided a copy of the complaint, if in writing, unless the Superintendent/Principal or designee believes the complainant's identity must remain confidential to prevent retaliation or in order to comply with applicable law.

#### ARTICLE XII: LEAVES

#### 12.1 BEREAVEMENT LEAVE:

A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of the immediate family. This leave shall not be deducted from accumulated sick leave. Member of the "immediate family" is defined as the parent (including step-parent), grandparent, or grandchild of the employee or the spouse or "domestic partner" (as defined in Section 297 of the California Family Code) of the employee; and the spouse, "domestic partner" as defined in Section 297 of the California Family Code, son (including step-son), son-in-law, daughter (including step-daughter),

daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the employee.

#### 12.2 JURY DUTY:

- 12.2.1 A unit member is entitled to leave for the period he/she is required to appear for jury duty. An employee shall receive his/her regular pay, less any amount received for jury fees, exclusive of allowed mileage, parking or meal reimbursement.
- 12.2.2 Proper notification shall be given to the Superintendent/Principal or his/her designee and the District absence reporting form shall be completed by the employee upon return to duty.

#### 12.3 MILITARY LEAVE:

Employees covered by this Agreement are entitled to appropriate military leave of absence provided by applicable law.

#### 12.4 SICK LEAVE:

- 12.4.1 Unit members employed five (5) days a week shall be entitled to ten (10) days paid leave of absence for illness or injury for a school year of service.

  Part-time employees shall be entitled to a prorated amount of sick leave.
- 12.4.2 Unused sick leave shall accrue from year to year.
- 12.4.3 District may require as a condition of payment of sick leave a doctor's verification of the absence after three consecutive days of absence or when an unusual pattern of absence develops.
- 12.4.4 Employees shall notify the Superintendent/Principal or his/her designee as far in advance as possible of taking sick leave and notify the same of the return to work prior to the end of the student day on the day prior to return. Failure to do so may result in the employee paying for the cost of a substitute.
- 12.4.5 Employees returning to work from sick leave after surgery or serious illness/injury, upon the request of the District, must provide a doctor's release certifying he/she is able to perform the usual and customary duties of his/her assignment.
- 12.4.6 Sick leave shall be allowed for an absence due to:

- 12.4.6.1 The inability of the employee to be present to perform duties because of personal illness, off duty injury, or confinement for medical treatment.
- 12.4.6.2 Personal medical or dental appointments which necessitate an absence of more than two instructional periods. (Such appointments which necessitate an absence of two instructional periods or less will not be charged against paid sick leave if the employee can arrange coverage by another employee and has received approval in advance for such coverage from the Superintendent/Principal or his/her designate.)
- 12.4.6.3 After the expiration of Worker's Compensation Benefits.
- 12.4.6.4 Unit members are entitled to use sick leave for disabilities contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician, provided that such verification clearly demonstrates to the District that such leave is solely for disability and not for purposes of child care or other non-disability purposes.
- 12.4.6.5 During any calendar year, unit members are entitled to use up to six (6) days of Accumulated Sick Leave to attend to an illness of a child, parent, spouse, or domestic partner of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child; a legal ward; a child of a domestic partner; or a child of a person standing in loco parentis. A "domestic partner" is as defined in Section 297 of the California Family Code. A "parent" is defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.
- 12.4.7 Employees shall be credited with their sick leave for the work year upon the first workday of each year and need not have actually earned that leave prior to taking it. Employees may not use more sick leave than the total of that accumulated from prior years of service and that credited for the current year.

#### 12.5 DIFFERENTIAL PAID SICK LEAVE:

- 12.5.1 Employees who have used all of their accumulated paid sick leave may be entitled to differential paid sick leave.
- 12.5.2 Employees on differential paid sick leave shall receive the difference between their daily salary and the daily salary paid the substitute employed to fill the vacancy.
- 12.5.3 After all earned Sick Leave is exhausted, additional leave shall be available for a period not to exceed five (5) school months. The amount deducted during this leave shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. An employee shall not be provided more than one five month period per each illness or accident. However, if a school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in the subsequent school year.

#### 12.6 PERSONAL NECESSITY LEAVE:

- 12.6.1 Employees may use up to seven (7) days of their sick leave in accordance with Education Code 44981 for personal necessity leave as specified in this article. Personal necessity leave shall not accumulate from year to year. Personal necessity leave is to be used in cases of compelling personal reasons which require the employee to be absent from duty during regular duty hours. Such leave shall be taken in minimum half day increments. Examples of such leave may include but not be limited to:
  - 12.6.1.1 Imminent danger to the home of an employee which reasonably require the attention of an employee during duty hours.
  - 12.6.1.2 Accident or injury involving the employee's person or property, or the person or property of an employee's immediate family, of sufficient emergency nature to require the employee's attention during duty hours.
  - 12.6.1.3 Serious or critical illness of a member of an employee's immediate family or a significant other reasonably requiring the immediate presence of that employee during duty hours.
  - 12.6.1.4 An extension of the bereavement leave necessary for reasonable circumstances.

- 12.6.1.5 Bereavement for someone not included under Bereavement Leave, Article 12.1
- 12.6.1.6 Child care emergencies.
- 12.6.1.7 Appearance in court as a litigant or as a witness under an official order. In such cases the employee is expected to return to work when it is not necessary to be absent for the entire day.
- 12.6.1.8 Service as a pallbearer.
- 12.6.2 Employees shall provide advanced notice for this leave as early as is practicable.
- 12.6.3 In cases of a confidential nature, as determined by the employee, that employee may specify "confidential" on the absence from duty form used to specify the reason for absences. If it is necessary, however, for an employee to use more than three days for confidential reasons, that employee shall submit a request in written form to the Superintendent/Principal or his/her designee.
- 12.6.4 During any school year, unit members may use up to five (5) days per year of personal necessity leave and not specify any reason. When using such a day the employee will specify "not given" on the form used to specify the reason for absence.
- 12.6.5 With the advanced approval of the Superintendent/Principal, unit members may submit for approval, in writing with cause, for the use of (7) additional days of accumulated Sick Leave, beyond the seven (7) days provided for in Article 12.6.1. At the conclusion of the additional seven (7) days, the Superintendent/Principal shall review the status of the Leave for further action. If the additional days fall outside of Sick Leave, employees must refer to Article 12.5 (Differential Paid Sick Leave). If an eligible employee elects to exercise their FMLA rights and extend their Leave, the Leave will be considered to start on the original date of the Leave. Such Leave will be for emergency cases of Personal Necessity i.e. death or serious illness of a member of the employee's immediate family or an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
- 12.6.6 For purposes of this Article, "immediate family" shall be as defined in Article 12.1.

#### 12.7 PERSONAL BUSINESS OR CONVENIENCE LEAVE:

12.7.1 Employees may request up to three days of leave per school year for personal business/convenience; such leave shall not be deducted from accumulated sick

leave. Employees granted such leave shall reimburse the District for the cost of a substitute. Examples of such leave may include but not be limited to:

- 12.7.1.1 Attendance at weddings.
- 12.7.1.2 Attendance at graduations.
- 12.7.1.3 Attendance at athletic or other events at other school including field trips.
- 12.7.1.4 Family reunions.
- 12.7.1.5 To conduct personal business at a convenient time.
- 12.7.1.6 To accompany a spouse on a business trip.
- 12.7.2 This leave shall be taken in full day increments.
- 12.7.3 Employees will be granted such leave if:
  - 12.7.3.1 The leave will not create a hardship on the District as determined by the Superintendent/Principal.
  - 12.7.3.2 The request for such leave is made two working days in advance and in writing.
  - 12.7.3.3 The employee shall have prepared and made available to the office adequate lesson plans for the substitute.
  - 12.7.3.4 The employee agrees to reimburse the District for the cost of a substitute employee. It is understood that the costs for a substitute include the daily wage and applicable payroll costs for workers compensation, unemployment insurance, Medicare, and processing. Such reimbursement shall be paid to the District no later than ten working days after the next pay warrant received by the employee.

#### 12.8 CHILD CARE LEAVE:

- 12.8.1 Unit members may be granted parental child care leave of up to twelve (12) months for the purpose of preparing for and caring of a newly born or newly adopted child.
- 12.8.2 Such leave shall be without pay and benefits of any kind except as provided in Article 12.9.
- 12.8.3 Request for such leave must be made as far in advance as possible.

#### 12.9 LEAVE OF ABSENCE WITHOUT PAY:

- 12.9.1 The Superintendent/Principal may grant leave of absence without pay for a period of up to five days; requests for more than five days must be approved by the Board. Such leave may be requested for the following reasons.
  - 12.9.1.1 When an employee has used up available paid sick leave and differential paid sick leave.
  - 12.9.1.2 When personal necessity or other leave is not applicable and an adequate substitute is not available.
  - 12.9.1.3 Upon request of an employee and when mutually agreed upon by both the employee and the District.
- 12.9.2 During unpaid leaves of absence of one calendar month or less, employees shall receive the District paid health and welfare benefits to which they would normally be entitled.
- 12.9.3 During unpaid leaves of absence in excess of one calendar month, the employee may elect to pay the full costs of the District paid health and welfare benefits to which they would normally be entitled. Employees who choose not to pay for those District paid benefits will be disenrolled in those plans.
- 12.9.4 A leave of absence without pay shall not exceed one year.

#### 12.10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- 12.10.1 Unit members are eligible for leaves of absence because of industrial accident or illness of up to sixty (60) work days in any one (1) fiscal year for the same accident or illness.
- 12.10.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.10.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs, which when added to the temporary disability indemnity under the California Labor Code, will result in full payment to them of not more than their full salary.

- 12.10.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability award to the employee.
- 12.10.5 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment of no more than the full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 12.10.6 Unless travel outside of California is authorized by the Governing Board, employees receiving benefits under this plan shall remain in the State of California.
- 12.10.7 The District may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work. Upon such verification to return to work from an absence under this leave, an employee shall be entitled to return to his/her position or an equivalent position.

#### 12.11 FAMILY AND MEDICAL CARE LEAVE (UNPAID)

- 12.11.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12) month period are eligible for unpaid Family and Medical Leave, pursuant to applicable State and Federal law and Board policies. Full-time teachers are construed to meet the 1,250 hour requirement.
- 12.11.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse, "domestic partner" as defined in Section 297 of the California Family Code, or parent with a serious health condition. Except in the case of pregnancy disability, this leave shall run concurrently with all other paid leaves.
- 12.11.3 During this unpaid leave the District would continue its regular payment of group insurance premiums.

#### ARTICLE XIII: RETIREMENT PROCEDURES

- 13.1 Unit members hired before November 19, 1990 who have worked full-time for ten (10) years for the District and unit members hired between November 20, 1990 and April 30, 2004 who have worked full-time for fifteen (15) years for the District and who will be at least 55 at the date of retirement under STRS are eligible to receive health benefits as follows:,
  - 1. The unit member must submit a notice of retirement before March 15.
  - 2. The retiree health benefits contribution shall be paid annually until the retiree reaches age 65.
  - 3. The annual contribution shall be fixed at the amount the District contributed to an active member during the year of retirement. The retiree may use up to that retirement year CAP for "medical" only. The annual District medical insurance contribution amount shall not change during the period of eligibility.
  - 4. The retiree must pay all insurance costs not covered by the District contribution and 100% of all dental and vision, if selected, to remain eligible to receive the District contribution and to participate in group plans. Retirees do not qualify for life insurance benefits through the current provider.
  - 5. In any year that the retiree is eligible for the benefits for less than twelve (12) months, the annual District contribution shall be prorated on a monthly basis (e.g., retires mid-year).
  - 6. Any unit member who qualified for this program and who retired prior to March 15, 2013 will receive a District annual contribution for "medical insurance" fixed at the amount of \$885.00 per month. The retiree benefit contribution shall be paid annually until the retiree reaches age 65.
- 13.2 Unit members who have worked 15 full time years for District, who will be 55 upon the date of retirement from the District, and who were initially hired after November 19, 1990 will be eligible to receive the same elective medical insurance benefits provided active unit members under the same terms and conditions as specified in Article 13.1(a).
- 13.3 This article shall not apply to unit members employed after May 1, 2004.

#### ARTICLE XIV: EVALUATIONS PROCEDURES

#### 14.1 Frequency of Evaluation:

#### 14.1.1 Probationary/Temporary Unit Members:

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. Formal evaluations shall be completed twice each school year. Unit members in probationary one or temporary status will receive evaluations on or before December 1 and May 1. Unit members in probationary two status will also receive evaluations on or before December 1 and on or before March 1.

14.1.1.1 Probationary one or temporary status employees who begin service after the start of the work year, but serve at least 75% of the school year, will evaluated by January 15 and May 1. Unit members who serve in late start" positions and work less than 75% of the school year will only be evaluated once. The evaluation must be completed on or before May 1.

#### 14.1.2 Permanent Unit Members:

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members given a rating of "progress not evident" in any category on the Formal Evaluation Summary shall be formally evaluated each school year. A permanent status unit member who has been employed by the District for at least ten (10) years, is highly qualified as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards shall be evaluated at least every five (5) years if the evaluator and the unit member agree. The unit member or the evaluator may withdraw consent at any time.

#### 14.1.3 Notification of Evaluation:

By September 15, of the year being evaluated, the Superintendent/Principal shall notify those probationary, temporary, and permanent unit members who are scheduled to be evaluated. The Superintendent/Principal shall also provide to the Gerber Teachers' Association a list of probationary, temporary, and permanent members who are to be evaluated on September 15.

#### 14.2 Areas of Evaluation:

The District shall evaluate and assess certificated unit member performance as it reasonably relates to the: California Standards for the Teaching Profession (CSTP).

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Unit members will be provided a copy of their job description.

#### 14.3 Use of Publishers' Norms:

The evaluation and assessment of unit members' performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

#### 14.4 Evaluation Plan Meeting:

No later than October 1, of the year in which formal evaluation is to take place, the District shall hold a meeting of all individuals who are to be evaluated (probationary, temporary, and permanent unit members). At this meeting, the District shall provide these unit members with evaluation forms and evaluation contract language.

14.4.1 Late start unit members, as referenced in section 14.1.1.1, will be provided evaluation forms and contract language at the time of hire.

#### 14.5 Pre-Observation Conference:

The unit member being evaluated and the evaluator shall meet to establish:

14.5.1 No later than October 15, the standards to be achieved in the areas described in Section 14.2 during the evaluation period.

Late start unit members will meet with their evaluator within seven (7) weeks of their start date.

- 14.5.2 A formal evaluation plan shall offer the evaluatees an opportunity to schedule the first formal classroom observation. Post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first observation shall be conducted no later than December 1; and
- 14.5.3 By mutual agreement, the evaluator and evaluatees may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 14.2: curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

#### 14.6 Classroom Observations/Post Observation Conferences:

Each evaluation shall include a minimum of one (1) formal classroom observation for permanent unit members and two (2) for temporary and probationary unit members. Each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to an observation, the District shall give the unit member at least two (2) working days notice. Within three (3) working days after each formal classroom observation, the evaluator shall hold a post observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

#### 14.7 Evaluation Summary:

- 14.7.1 All final evaluation conferences for permanent, temporary, and probationary (year one) unit members shall be completed by May 1. All final evaluation conferences for probationary (year two) unit members shall be completed by March 1. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year; the original will be sent to the Superintendent/Principal's office for the unit member's personnel file. Copies must be signed by the evaluator and the evaluatees.
- 14.7.2 Members receiving a rating of "progress not evident" in three (3) of six (6) Standards shall be rated "unsatisfactory" overall and referred to the PAR program. In order for the standard to be unsatisfactory overall, all the elements must be marked "progress not evident." This rating shall be determined by the Rubric for Teaching Standards. (see pages 36-53.)
- 14.7.3 The evaluatees shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatees personnel file. (See Article 11.4.)
- 14.7.4 Upon receipt of a Formal Evaluation Summary, a unit member may request that a different administrator serve as the evaluator for the follow-up evaluation.

#### 14.8 Unsatisfactory Evaluation of Permanent Unit Member:

If a permanent unit member is rated "Unsatisfactory" on the Formal Evaluation Summary, the evaluator shall hold a conference with the permanent unit member prior to issuance of the Formal Evaluation Summary. The permanent unit member shall be notified of the right to have an Association representative present at the meeting. A unit member receiving an "Unsatisfactory" evaluation will be provided specific recommendations for improvement. Dismissal and/or suspension of permanent unit

members shall follow the standards and procedures contained in Education Code 44932 through 44945.

- 14.9 Personnel Files: (see current contract Article 11)
- 14.10 Evaluation Forms:

The evaluation forms and timeline used for this Article can be found following this page.

TS ATTE				Evaluation Timelines
Sept. 15	WHAT Notice to Unit Members and Association Note: New hires will be notified within fifteen (15) working	Temporary Status     Teachers      Probationary     Status Teachers      Permanent Status     Teachers  Charles In Comment Status     Teachers	FORMS  Teacher Performance Standards  Supporting Rubrics  Evaluation	PROCEDURES FOR IMPLEMENTATION  District Office Responsibilities:  1. Determine unit members who are scheduled for evaluation.  2. Notify unit members in writing they are scheduled for evaluation.  3. Provide to the Association a complete list of
By OCT. 1	days of their hire date.  Evaluation Plan Meeting	Scheduled for Formal Evaluation  Temporary Status Teachers  Probationary Status Teachers  Permanent Status Teachers Scheduled for	Contract Language  Evaluation Forms Self Evaluation Pre Observation Conference Evaluation Formal Evaluation Summary Rating	1. Superintendent meets with all unit members to be evaluated and provides forms and evaluation contract language.  2. Teachers may work collaboratively to fill out the Self Evaluation Form.
By OCT. 15	Pre Observation Conference	Formal Evaluation  Unit members scheduled for Formal Evaluation	Informal Observation     Pre Observation Form     Evaluation Form     Self Evaluation Form	Meet individually with teachers being evaluated to establish the Standards to be achieved during the evaluation period and to develop a formal evaluation plan.
By DEC. 1	First Formal Evaluation	<ul> <li>Temporary Status         Teachers     </li> <li>Probationary 1         and 2 Status         Teachers     </li> </ul>	Evaluation Form     Formal     Evaluation     Summary Rating	Meet individually with teachers being evaluated to check on strengths and areas of improvement.
By MARCH I	Post Observation and Final Evaluation Conference	<ul> <li>Probationary 1         and 2 Status         Teachers</li> <li>Temporary Status</li> </ul>	<ul> <li>Formal         Evaluation         Summary Rating         Informal         Observation Form         Evaluation Form</li> </ul>	Meet individually with each teacher to discuss and make recommendations for reemployment or non-reelection.      Forward all evaluation documents to Superintendent.
By MAY I	Post Observation and Final Evaluation Conference	Permanent Status Teachers	<ul> <li>Evaluation Form</li> <li>Formal         Evaluation         Summary Rating     </li> <li>Informal         Observation Form     </li> </ul>	Meet individually with each teacher to discuss results of the evaluation. Refer to PAR if needed.      Forward all evaluation documents to Superintendent.

#### PRE OBSERVATION CONFERENCE FORM

TEAC.	HER: DATE:
1.	Tell me about the lesson that you want me to observe.
2.	What is your objective for the Lesson? How does this relate to the state standards?
3.	What led up to this lesson and what will follow this lesson?
4.	What specifically would you like me to observe?
5.	Is there any additional information that would be helpful to me when observing your lesson?
6.	Where would be a good place for me to sit when observing? If necessary (can't see, can't gather data, distracts students, etc), would it be acceptable for me to move?
7.	Date, time, and location of observation and post conference.

Date: Time:	Location:	
G	GERBER ELEMENTARY SCHOOL	
Certificated Teacher	<b>Evaluation Form: School Ye</b>	ar
Teacher Name:		Check one: Probationary 1 <sup>st</sup> Year Probationary 2 <sup>nd</sup> Year Temporary Permanent
	Level of Performance	
NE = Progress Not Evident	PE = Progress Evident	MS = Meets Standards
Teacher does not demonstrate an understanding of the concepts underlying the standard(s) and implementation rarely occurs.  Multiple checkmarks in a specific standard indicates unsatisfactory performance.	Teacher appears to demonstrate an understanding of the concepts underlying the standard(s); but implementation is sporadic, intermittent.	Teacher clearly demonstrates an understanding of the concepts underlying the standard(s) and consistently implements it.
Practice not consistent with standards expectations	Developing practice	Practice meets Standards
Standard One NE PE MS  1.1 Uses knowledge of students to en 1.2 Connects learning to students' pric 1.3 Connects subject matter to meanle 1.4 Uses a variety of instructional stra diverse learning needs 1.5 Promotes critical thinking through 1.6 Monitors student learning and adju	or knowledge, backgrounds, life experier ngful, real-life contexts tegies, resources, and technologies to rr inquiry, problem solving, and reflection	nces, and interests
Comments:  Standard Two NE PE MS		
each student is treated fairly a     Creates physical or virtual learning	responsibility within a caring community and respectfully environments that promote student lear ge constructive and productive interactio	ning,
students 2. Establishes and maintains learning 3 and emotionally safe	environments that are physically, intelle	ectually,
Creates a rigorous learning enviror     support for all students	nment with high expectations and approp	priate

2. 5	Develops, communicates, and maintains high standards for individual and group behavior	1	
2. 6	Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn		
2. 7	Uses instructional time to optimize learning		
Con	nments:		

Standard Three

Jeane	ara maa	NE	PE	MS
3. 1	Demonstrates knowledge of subject matter, academic content standards, and curriculum framework			
3. 2	Applies knowledge of student development and proficiencies to ensure student understanding of subject matter			
3. 3	Organizes curriculum to facilitate student understanding of subject matter			
3. 4	Utilizes instructional strategies that are appropriate to the subject matter			
3. 5	Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students			
3. 6	Addresses the needs of English learners and students with special needs to provide equitable access to the content			
Con	nments:			

Standard Four NE PE MS

4. 1	Uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
4. 2	Establishes and articulates goals for student learning	
4. 3	Develops and sequences long-term and short-term instructional plans to support student learning	
4. 4	Plans instruction that incorporates appropriate strategies to meet the learning needs of all students	
4. 5	Adapts instructional plans and curricular materials to meet the assessed learning needs of all students	

Standard Five NE PE MS

5.	Applies knowledge of the purposes, characteristics, and uses of different types of		
1	assessments		

5. 2	Collects and analyzes assessment data from a variety of sources to inform instruction		
5. 3	Reviews data, both individually and with colleagues, to monitor student learning		
5. 4	Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction	****	
5. 5	Involves all students in self-assessment, goal setting, and monitoring progress		
5. 6	Uses available technologies to assist in assessment, analysis, and communication of student learning		
5. 7	Uses assessment information to share timely and comprehensible feedback with student and their families		
Con	nments:	 	

#### Standard Six

NE	PE MS		
6. 1	Reflects on teaching practice in support of student learning		
6. 2	Establishes professional goals and engages in continuous and purposeful professional growth and development		
6. 3	Collaborates with colleagues and the broader professional community to support teacher and student learning		
6. 4	Works with families to support student learning		
6. 5	Engages local communities in support of the instructional program		
6. 6	Manages professional responsibilities to maintain motivation and commitment to all students		
6. 7	Demonstrating professional responsibility, integrity and ethical conduct		
Comments:			
L			

# GERBER UNION ELEMENTARY SCHOOL DISTRICT Formal Evaluation Summary Rating Certificated Teacher Evaluation Form: School Year

Evaluator's Summary:				
Teacher's Comments:				
Forma	ıl Evaluation Summary Rating			
Progress Not Evident Standards	Progress Evident	Meets		
Unsatisfactory *				
* Definition of an overall "Unsatisfactory" rating see 14.7.2 of the Evaluation Article.				
I certify that this evaluation was discussed with me. My signature does not necessarily indicate agreement.				
Evaluator's Signature	Evaluatee's Signature	<del></del>		
Date	Date			

Notice: The evaluatee may attach a written response to the evaluation within 10 calendar days after receipt of the evaluation.

) Ele	Gerber Elementary	California Standarc	ls for the Teaching Profe	California Standards for the Teaching Profession (CSTP) – <b>Standard O</b> .
U)	School			Description of Practice f
			Engaging and Supp	Engaging and Supporting All Students in Learni
Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
1.1 Using	Teacher has limited	Teacher has limited	Teacher has knowledge about	Teacher has actively sought out
knowledge of	knowledge about students'	knowledge about students'	students' backgrounds and	knowledge about students'
students to	backgrounds and experiences,	backgrounds and experiences,	experiences, and uses this	backgrounds and experiences,
engage them	and makes few, if any,	and makes few connections of	knowledge to engage students	and uses this knowledge to more
in learning	connections of this	this knowledge to student	in learning. Teacher adapts	fully engage students in learning.
	knowledge to student	learning. Teacher uses the	some lessons to address the	Teacher consistently adapts
	learning. Teacher poorly or	adopted curriculum with	strengths, interests and	instruction to incorporate the
	inconsistently uses the	minimal adaptations to	assessed needs of individual	strengths, interests and assessed
	adopted curriculum with	address students' strengths,	students.	needs of individual students.
	minimal adaptations to	interests or assessed needs.		
	address students' strengths,			
	interests or assessed needs.			
1.2	Teacher poorly presents	Teacher presents lessons and	Teacher plans lessons and	Teacher plans lessons and units that
Connecting	lessons and units from the	units from the adopted	units that build on prior	build on prior knowledge, life
learning to	adopted curriculum making	curriculum making limited	knowledge and connect	experiences, and interests so that
students,	limited connections to prior	connections to prior	learning to real-life contexts,	Students connect rearming goals with
prior	knowledge or real-life	knowledge or real-life	modifying instruction to	students' comments and mestions
knowledge,	contexts. Teacher provides	contexts. Teacher provides	support learning. Teacher	during Jessons to modify or extend
backgrounds,	limited and/or ineffective	limited academic language	provides academic language	instruction. Teacher supports
life	academic language support	support within the content.	support to make content more	students in building academic
experiences	within the content.		accessible.	language skills that make content
and interests				more accessible and understandable.

1.3	Teacher makes few, if any,	Teacher makes some	Teacher makes frequent	Teacher consistently makes
	connections between subject	connections between subject	connections between subject	explicit connections between
subject	matter content and real-life	matter content and real-life	matter content and real-life	subject matter content and real
matter to	contexts. Teacher provides	contexts. Teacher provides	contexts. Teacher includes	life contexts that systematically
meaningful,	<b>meaningful</b> , few, if any, opportunities for	few opportunities for students	learning experiences that	embed learning experiences.
real life	students to practice skills and	to practice skills and apply	allow student to practice skills	Teacher provides students with
contexts	apply new learning.	new learning.	and apply new learning.	purposeful opportunities to
				practice skills and apply new
-				learning.

California Standards for the Teaching Profession (CSTP) – **Standard One** Description of Practice for *Engaging and Supporting All Students in Learning* 

Element	Progress Not Evident	Progress Evident	Meets Standards I	Meets Standards 2
1.4 Using a	Teacher ineffectively and	Teacher plans instruction to	Teacher plans instruction to	Teacher uses differentiated
variety of	inconsistently plans	meet the general learning	meet students' assessed	instructional strategies to meet
instructional	instruction to meet the general	needs of students. Few	learning needs and to increase	students' assessed learning needs
strategies,	learning needs of students.	activities require student	active participation in	and to ensure active participation
resources and	Few, if any, activities require	participation. Teacher has	learning. Teacher adapts	in learning for all students.
technologies	student participation. Teacher	limited awareness of	some materials to	Teacher adapts materials to
to meet	has limited awareness of	materials and technologies	accommodate students with	accommodate students with
students'	materials and technologies	that could benefit students	special needs. Teacher plans	special needs and uses
diverse	that could benefit students	with special needs. Teacher	activities that ask students to	appropriate adaptive technologies
learning	with special needs. Teacher	rarely asks students to use	integrate use of technologies	to provide access to the
needs	rarely, if ever, asks students to	technologies to access	to access information.	curriculum. Teacher plans
	use technologies to access	information.		activities that ask students to use
	information.			technologies and other media
				sources to access information.
1.5	Teacher ineffectively plans	Teacher plans lessons that	Teacher plans lessons that	Teacher provides learning
Promoting	lessons that include some	include some opportunities	engage students in problem	opportunities that challenge

critical	opportunities for problem	for problem solving and	solving and analysis of	thinking and engage students in
thinking	solving and analysis of	analysis of subject matter.	subject matter concepts.	problem solving and analysis of
through	subject matter. Few, if any,	Few lessons explore more	Teacher creates lessons that	subject matter concepts. Teacher
inquiry,	lessons explore more than one	than one perspective about	explore diverse perspectives	embeds learning activities that
problem	perspective about subject	subject matter content.	and ask students to reflect on	ask students to consider and
solving and	matter content.		and share ideas about new	share diverse perspectives and
reflection			learning.	ask reflective questions.
1.6	Teacher rarely, if ever, checks	Teacher periodically checks	Teacher consistently uses	Teacher consistently incorporates
Monitoring	for understanding and	for understanding and	strategies to check for	into lessons a variety of
student	assesses student progress.	assesses student progress.	understanding and assess	strategies and systems to check
learning and	Teacher seldom, if ever,	Teacher periodically adjusts	student progress. Teacher is	for understanding and assess
adjusting	adjusts and revises plans	and revises plans while	able to adjust and revise plans	student progress, especially
instruction	while teaching to	teaching to accommodate	while teaching to	regarding English learners and
while	accommodate learners.	learners.	accommodate most learners.	students with special needs.
teaching				Teacher is able to adjust and
)				revise plans while teaching and
				pace lessons to accommodate a
				diverse group of learners.

Gerber Elementary School

Description of Practice for Creating and Maintaini. Effective Environments for Student Learni California Standards for the Teaching Profession (CSTP) - Standard Tv

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
2.1 Promoting	Teacher has not established	Teacher establishes some	Teacher establishes	Teacher discusses and clearly
social	group norms that assist in	group norms that assist in	individual and group norms	articulates individual and group
development and	building a caring	building a caring	that foster a caring	norms, fostering a caring
responsibility	community. Teacher is	community. Teacher is	community, where students	community where all students are

within a caring	mainly unaware of attitudes	aware of attitudes that	are treated fairly and	treated fairly and respectfully.
community where	that interfere with students	interfere with students	respectfully by the teacher	Teacher consistently embeds in
each student is	treating each other fairly	treating each other fairly	and by most other students.	the curriculum an acceptance and
treated fairly and	and respectfully. The	and respectfully. The	Acceptance and respect for	respect for diversity, including
respectfully	teacher provides few, if any,	teacher provides limited	diversity is embedded in the	such areas as gender, sexual
	opportunities for students to	opportunities for students to	curriculum. Students have	orientation, ethnicity and
	assume responsibility within	assume responsibility within	opportunities to assume	socioeconomic levels. Students
	the classroom.	the classroom.	classroom responsibilities	work responsibly in both
			and leadership roles.	independent and collaborative
				settings and are encouraged to
				assume leadership roles.
2.2 Creating a	Teacher creates a classroom	Teacher creates a classroom	Teacher creates a classroom	Teacher creates a classroom (or
physical or virtual	(or virtual classroom)	(or virtual classroom)	(or virtual classroom)	virtual classroom) environment
environments that	environment that is	environment that is	environment that is	that is inclusive and engaging.
promote student	engaging for few, if any,	engaging for some students.	inclusive and engaging.	Students are eager to take risks
learning, reflect	students. Few, if any,	Some students are willing to	Most students are willing to	with new learning and creative
diversity, and	students are willing to take	take risks with new learning	take risks with new learning	thinking. Students respect each
encourage	risks with new learning and	and ideas. Students struggle	and ideas. Students respect	other's differing cultural and
constructive and	ideas. Students struggle to	to respect each other's	each other's differing	experiential perspectives and
productive	respect each other's	different perspectives and	perspectives and work	actively engage one another other
interactions	different perspectives and	tend to work in individual	effectively together in a	in a variety of learning activities
among students	tend to work ineffectively in	settings.	variety of settings.	and settings.
	individual settings.			

California Standards for the Teaching Profession (CSTP) – **Standard Two**Description of Practice for Creating and Maintaining Effective Environments for Student Learning

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
2.3 Establishing	Teacher ineffectively	Teacher arranges the	Teacher arranges the	Teacher arranges the physical
and maintaining	arranged the physical	physical environment to	physical environment to	environment to ensure safety and

loorning	environment to provide	nroxide safety and	ensure safety and	accessibility and to facilitate
environments that	safety and accessibility for	accessibility for most	accessibility for all students,	purposeful intellectual
are physically,	most students. The teacher	students. The teacher uses	and to facilitate intellectual	engagement for all students.
intellectually, and	uses ineffective strategies to	some strategies to resolve	engagement in learning.	Both teacher and students engage
emotionally safe	resolve immediate conflicts	immediate conflicts and to	The teacher uses proactive	in proactive strategies to mediate
	and to build an emotionally	build an emotionally safe	strategies to resolve	and resolve conflicts and to
	safe environment.	environment.	conflicts and to ensure an	ensure an emotionally safe
			emotionally safe	environment for learning.
			environment.	
2.4 Creating a	Teacher uses instructional	Teacher uses instructional	Teacher uses instructional	Teacher uses instructional
rigorous learning	strategies that are	strategies that embed high	strategies that embed high	strategies that embed high
environment with	ineffective in embing high	expectations for most	expectations to maximize	expectations for all students.
high expectations	expectations for most	students. Some lessons	individual student learning.	Students display a strong belief
and appropriate	students. Few, if any,	demonstrate use of	Teacher differentiates	in their ability to succeed, as
support for all	lessons demonstrate use of	differentiated instructional	grade-appropriate materials	demonstrated in classroom work
students	differentiated instructional	strategies that support	so that students are	and interactions. Teacher has
	strategies that support	student learning.	supported in learning at	created a rigorous, supportive
	student learning.		appropriate levels of	and challenging learning
	1		instruction.	environment so that students are
				supported in learning at
				appropriate levels of instruction.
2.5 Developing,	Standards for behavior have	Standards for behavior have	Standards for behavior have	Students and teacher have
communicating,	been ineffectively	been established by the	been developed by the	developed agreed upon standards
and maintaining	established and	teacher and communicated	teacher and are clearly	for behavior. Both teacher and
high standards for	communicated to students	to students. Maintenance of	communicated to students.	students are responsible for
individual and	by the teacher. Maintenance	expectations for behavior	Maintenance of expectations	maintaining high expectations for
group behavior	of expectations for behavior	lack articulation and	for behavior is generally	individual and group behavior.
	lack articulation and	consistency.	consistent for most students.	
	consistency.			

California Standards for the Teaching Profession (CSTP) – **Standard Two**Description of Practice for *Creating and Maintaining Effective Environments for Student Learning* 

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
2.6 Employing	Procedures and routines	Procedures and routines	Procedures and routines are	Students and teacher ensure that
classroom	have been ineffectively	have been minimally	clearly established and work	classroom procedures and
routines,	established and work poorly.	established and work	smoothly. Positive behavior	routines operate seamlessly and
procedures,	Negative consequences	moderately well. Negative	norms and support strategies	efficiently. Positive behavior
norms, and	outweigh positive support	consequences outweigh	are used to create a climate	norms and support strategies are
supports for	strategies in creating a	positive support strategies in	for student learning with	used consistently to create a
positive behavior	classroom climate for	creating a classroom climate	minimal use of negative	climate in which all students are
to ensure a	student learning.	for student learning.	behavioral consequences.	supported in learning.
climate in which				
all students can				
learn		_		
2.7 Using	Instructional time is	Instructional time is	Pacing of the lesson is	Pacing of the lesson is adjusted
instructional time	inconsistently paced with	inconsistently paced with	appropriate to the activities	as needed to ensure the
to optimize	many, if not most students	some students unable to	and enables most students to	engagement of all students in
learning	unable to engage fully with	engage fully with the	engage successfully with the	learning activities. Transitions
	the content or complete	content or complete	content. Most transitions	are seamless and instructional
-	assigned activities.	assigned activities.	are smooth allowing for	time is used to optimize learning.
	Transitions used to move	Transitions used to move	effective use of instruction	
	students into new activities	students into new activities	time.	
	are non existent or	are somewhat effective.		
	ineffective.			

Gerber	er.	California Standar	rds for the Teaching Pro	California Standards for the Teaching Profession (CSTP) – Standard The
Elementary	ool			Description of Practice
		Understa	nding and Organizing Si	Understanding and Organizing Subject Matter for Student Learni
Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
3.1	Teacher's working	Teacher's working	Teacher's working	Teacher's working knowledge of
Demonstrating	knowledge of subject	knowledge of subject	knowledge of subject matter	subject matter as related to academic
knowledge of	matter is not current in	matter is current and	as related to academic	content standards and curriculum
subject matter	most academic content	incorporates most	content standards and	frameworks is current and
academic content	standard areas and	academic content	curriculum frameworks is	incorporates a broad range of
standards and	instruction. Teacher	standards in instruction.	current and supports student	perspectives that support all students
curriculum	seldom identifies key	Teacher identifies key	learning. Teacher identifies	in learning. Teacher identities and
frameworks	concepts within the	concepts within the	and focuses instruction on	tocuses instruction on key concepts
	content	content	key concents within the	and themes within the content and
	concern:	content:	content.	makes explicit connections across
				subject areas.
3.2 Applying	Teacher has limited	Teacher has some	Teacher applies general	Teacher applies knowledge of human
knowledge of	knowledge of student	knowledge of student	knowledge of student	development and learning theory to
student	development as it applies	development as it applies	development to increase	ensure individual student
development and	to understanding of	to understanding of	student understanding of	understanding of subject matter.
proficiencies to	subject matter. Teacher	subject matter. Teacher	subject matter. Teacher	Teacher consistently differentiates
ensure student	lacks awareness of	has limited awareness of	differentiates some	instruction to integrate the identified
understanding of	proficiency levels of	proficiency levels of	instruction to address	language proficiency levels of
subject matter	English learners and	English learners and	proficiency levels of English	English learners and to meet
	instructional needs of	instructional needs of	learners and to meet	identified instructional needs of
	students with special	students with special	instructional needs of	students with special needs.
	needs, related to subject	needs, related to subject	students with special needs.	
	matter instruction.	matter instruction.		
3.3 Organizing	Teacher poorly organizes	Teacher loosely organizes	Teacher organizes and	Teacher organizes and sequences the
curriculum to	the curriculum around	the curriculum around	sequences the curriculum	curriculum around standards-based

skills. Instruction includes some varied perspectives, and is organized to ensure that	ading of skills. Instruction includes limited varied nerspectives, and is	skills. Instruction includes some varied berspectives, and is	and skills. Instruction Instruction reveals and value integrates a range of range of perspectives, and is	Instruction reveals and values a
includes limited varied includes some varied perspectives, and is poorly organized and core organized to ensure that		includes some varied perspectives, and is	integrates a range of	
perspectives, and is organized to ensure that	nerspectives and is	perspectives, and is	,	range of perspectives, and is
organized to ensure that	and the second second	· · · · · · · · · · · · · · · · · · ·	perspectives, and is organized	organized to ensure that all students
)	poorly organized and core		to assist students in	develop a deep understanding of core
core concepts are	concepts are poorly		developing a deep	concepts and their interrelationship
covered. adequately covered. understanc	covered.	adequately covered.	understanding of core	through the curriculum.
concepts.			concepts.	

California Standards for the Teaching Profession (CSTP) – **Standard Three**Description of Practice for *Understanding and Organizing Subject Matter for Student Learning* 

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
3.4 Utilizing	Teacher uses ineffective	Teacher uses a limited	Teacher uses instructional	Teacher uses a repertoire of
instructional	instructional strategies to	range of instructional	strategies to make content	instructional strategies to make
strategies that are	convey subject matter	strategies to convey	accessible and meaningful to	content accessible, relevant and
appropriate to the	knowledge and to engage	subject matter knowledge	most students. Teacher	meaningful to a diverse range of
subject matter	students in understanding	and to engage students in	utilizes strategies that	students. Teacher utilizes strategies
,	subject matter.	understanding subject	challenge student thinking	that challenge student thinking and
		matter.	and help to deepen their	help to deepen their knowledge of
			understanding of subject	and enthusiasm for subject matter.
			matter.	
3.5 Using and	Teacher ineffectively uses	Teacher uses selected	Teacher uses and adapts	Teacher uses and adapts a full range
adapting	selected elements from	elements from the	instructional materials and	of instructional materials, resources,
resources,	the adopted instructional	adopted instructional	resources to differentiate	and technologies to support
technologies, and	materials to plan	materials to plan	instruction. Teacher	differentiated, standards-aligned
standards-aligned	instruction. Teacher	instruction. Teacher	integrates materials and	instruction. Teacher consistently
instructional	plans few, if any, lessons	plans few lessons that	activities into subject matter	integrates materials and activities
materials,	that differentiate within	differentiate within the	instruction that reflect diverse	into subject matter instruction that
including adopted	the curriculum or		perspectives and experiences.	

materials, to make includes diverse	includes diverse	curriculum or includes		reflect diverse perspectives and
subject matter	perspectives.	diverse perspectives.		experiences.
accessible to all				
students				
3.6 Addressing	Teacher demonstrates no	Teacher has limited	Teacher addresses some	Teacher consistently addresses
the needs of	awareness of English	awareness of English	English Language	English Language Development
English learners	Language Development	Language Development	Development (ELD)	(ELD) standards as they relate to
and students with	(ELD) standards that	(ELD) standards that	standards as they relate to	supporting English learners within
special needs to	support English learners	support English learners	supporting English learners	the subject area content. Teacher
provide equitable	within instruction.	within instruction.	within instruction. Teacher	integrates within subject area content
access to the	Teacher demonstrates	Teacher has limited	addresses Individual	Individual Education Plan (IEP)
content	little to no awareness of	awareness of Individual	Education Plan (IEP) goals	goals and objectives to support
	Individual Education Plan	Education Plan (IEP)	and objectives to support	equitable access to learning in the
	(IEP) goals and	goals and objectives of	equitable access to subject	general education classroom.
	objectives of special	special needs students	area content in the general	
*	needs students that	that support learning in	education classroom.	
	support learning in the	the general education		
	general education	classroom.		
	classroom.			

Gerber Elementary		California Sta	ndards for the Teaching	California Standards for the Teaching Profession (CSTP) - Standard F
School	gress Not Evident	Progress Evident	Meets Standards 1	Mees Standary of Practice
4	her has limited	Teacher helforneing Inst	rreatmenhanchdedeugrung	Teacher has summing Instruction has the hand and the contrained sharp are the sum of the state o
<u>Z</u>	eness of the cultural	eness of the cultural awareness of the cultural	students' cultural and	demonstrates understanding of students'
students	and language	and language	language backgrounds and	diverse cultural, language and community
academic	backgrounds represented backgrounds	backgrounds represented	community experiences and	experiences and uses this knowledge to
readiness,	among students.	among students. Teacher	uses this to inform planning	make explicit connections within his/her
language	Teacher has not begun to has begun to	has begun to use assessed	and instruction. Teacher	planning and instruction. Teacher uses
proficiency.	luse assessed language   language levels of	language levels of	uses assessed language	assessed language levels and

					Γ
cultural	levels of students to plan	students to plan	levels and developmental	developmental readiness of students to	
background, and	standards-based	standards-based	readiness of students to plan	plan differentiated, standards-based	
individual	instruction.	instruction.	differentiated,	lessons that address individual students'	
development to			standards-based lessons.	identified academic needs.	
plan instruction					I
4.2 Establishing	Teacher has not set	Teacher sets instructional	Teacher sets short-term and	Teacher sets short-term and long term	
and articulating	instructional goals that	goals that represent	long-term instructional	instructional goals that are discussed with	
goals for student	represent appropriate	achievable expectations	goals that represent high,	students and represent consistently high	
learning	and achievable	for most students.	achievable expectations for	expectations that are clear, challenging	
	expectations for most	Learning goals address	most students. Learning	and achievable. Standards-based learning	
	students. Learning goals	subject-area expectations	goals address school and	goals address school, district and	
	do not address	that will help to prepare	district expectations and	community expectations and prepare	
	subject-area	students for future	assist most students in	students for success in their next learning	
	expectations that will	learning environments.	preparation for their next	environment.	
	help to prepare students	Learning goals may be	learning environment.		
	for future learning	inconsistent and lack			
	environments. Learning	clear articulation.			
	goals are inconsistent				
	and lack clear				
	articulation.				

Description of Practice for Planning Instruction and Designing Learning Experiences for All Students California Standards for the Teaching Profession (CSTP) – Standard Four

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
4.3 Developing	Teacher's short term	Teacher's short term	Teacher's short term and	Teacher's short-term and long-term
100	instructional goals are	instructional goals are	long-term instructional	instructional goals are based on student
long-term and	not based on student	based in part on student	goals are based on student	assessment data and reflect individual
short-term	assessment data.	assessment data.	assessment data and reflect	student interests and developmental
instructional	Instruction does not	Instruction includes	individual student interests.	needs. Instruction supports and engages

student learning student learning 4.4 Planning instruction that	port g or to er ident. few, if l on	limited differentiation or sequencing to support individual learning or to build concepts over time. Limited long-term planning is in evidence.  Teacher develops most lessons based on subject -matter from adopted	Instruction supports most students in meaningful, standards-based learning, drawing on varying perspectives. Instruction is differentiated and sequenced to build concepts over time and to promote understanding of subject area topics.  Teacher develops lessons that build on students' subject-matter knowledge	students in meaningful, standards-based learning, which draws on multiple and diverse perspectives. Instruction is differentiated and logically sequenced to build content and concepts over time and to promote understanding and challenge thinking about complex issues.  Teacher develops lessons and units that build on students' prior learning and subject-matter knowledge beyond the text
appropriate strategies to meet the learning needs of all students	adopted texts and materials. Teacher incorporates few, if any, teaching strategies to differentiate instruction for some students.  Teacher rarely reflects on instructional outcomes when planning new lessons	texts and materials.  Teacher incorporates some teaching strategies to differentiate instruction for some students.  Teacher reflects intermittently on instructional outcomes when planning new lessons.	and extend text and related materials. Teacher incorporates teaching strategies that differentiate some aspects of instruction and can adjust content to remediate or redirect instruction. Teacher reflects on instructional outcomes when planning new lessons.	and related materials. Teacher incorporates strategies that differentiate instruction based on identified language and learning needs and can adjust content to remediate or accelerate instruction. Teacher reflects on instructional outcomes and applies new learning to future planning.

California Standards for the Teaching Profession (CSTP) – **Standard Four**Description of Practice for *Planning Instruction and Designing Learning Experiences for All Students* 

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
4.5 Adapting	Teacher uses limited	Teacher uses some	Teacher uses some	Teacher uses formal and informal
instructional	assessment data to	assessment data to create	assessment data to reflect on	assessment data to reflect on assessment data to reflect on the

plans and	create instructional	instructional plans. When   the effectiveness of	the effectiveness of	effectiveness of teaching strategies and
curricular	plans. Teacher rarely	possible, teacher modifies	instructional plans. Teacher	instructional plans. Teacher modifies and
materials to meet	modifies instruction to	instruction to ensure	modifies instruction to	adapts instruction and materials to ensure
the assessed	ensure conceptual	conceptual understanding	ensure conceptual	conceptual understanding by all students,
learning needs of	understanding by most	by most students.	understanding by most	including students with identified
all students	students. Teacher	Teacher collaborates from	students. Teacher	language needs and special needs.
	ineffectively	time to time with	collaborates with colleagues	Teacher collaborates with colleagues to
	collaborates with	colleagues to assist in	to create plans that include	re-examine plans and apply new learning
	colleagues to assist in	planning instruction.	concepts and skills required	to meet the academic learning needs of all
	planning instruction.		to meet the needs of most	students.
			students.	

California Standards for the Teaching Profession (CSTP) – Standard	Mrsts Standards 20f Practice	Teacher is knowledgeable about the	benefits and finitions of the Wide Yanger of	assessments. Teacher uses multiple	assessment sources and formats that	provide reliable data about specific	learning outcomes including those from	the adopted curriculum. Teacher is aware	of issues regarding reliability and validity	that impact assessment outcomes from a	given assessment tool and consistently	uses multiple sources of data to determine	grades that fairly and accurately reflect	the skills and abilities of a wide range of	learners.	
andards for the Teachin	Meets Standards 1	Teacher is knowledgeable	about a variety of	assessment tools. Teacher	uses assessments from the	adopted curriculum and,	when possible, selects other	assessments that provide	data about learning	outcomes. Teacher is aware	of issues regarding	reliability and validity	within some assessment	tools and, when possible,	uses more than one	assessment tool to
California Sta	Progress Evident	Teacher has limited	knowledge about the	varied purposes of	assessments and	primarily uses	assessments from the	adopted curriculum to	determine learning	outcomes. Teacher has	some awareness of	issues regarding	reliability and validity	within assessment tools	and is aware that his/her	assessment data used to
;	ogress Not Evident	her has limited	knowledge about the	varied purposes of	assessments and seldom	and ineffectively uses	assessments from the	adopted curriculum to	determine learning	outcomes. Teacher has	limited awareness of	issues regarding	reliability and validity	within assessment tools	and is unaware that	his/her assessment data
Gerber	Elementary	School	knowledge of the	purposes,	characteristics	and uses of	different types of	assessment						*. *.		

	used to determine grades	determine grades might	determine grades more	
	might not accurately	not accurately reflect the	accurately reflect the skills	
	reflect the skills and	skills and abilities of all	and abilities of learners.	
	abilities of all learners.	learners.		
5.2 Collecting	Teacher inconsistently	Teacher uses one or two	Teacher collects and records	Teacher collects and records assessment
and analyzing	uses one or two sources	sources of assessment	assessment data over time	data on a continuous basis from a wide
assessment data	of assessment data, as	data, as required by the	from a variety of sources to	variety of sources to determine individual
from a variety of	required by the district, to	district, to assess student	determine individual and	and group progress toward
sources to inform	assess student learning.	learning. Teacher uses	group progress toward	standards-based learning goals. Teacher
instruction	Teacher inconsistently	one or two assessment	learning goals. Teacher	uses a wide range of assessment formats
	and ineffectively uses one	formats or strategies to	uses varied assessment	and strategies to interpret data, to assess
	or two assessment	assess progress and to	formats and strategies to	progress, to reflect on outcomes and to
	formats or strategies to	generally plan	assess progress, to reflect on	plan instruction.
	assess progress and to	instruction.	outcomes, and to plan next	
	generally plan instruction.		steps in instruction.	

California Standards for the Teaching Profession (CSTP) – Standard Five Description of Practice for Assessing Students for Learning

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
5.3 Reviewing	Teacher inconsistently	Teacher reviews	Teacher periodically	Teacher continuously reviews assessment
data, both	reviews assessment data	assessment data as time	reviews assessment data to	data to monitor individual and group
individually and	as time permits and	permits and collaborates	monitor student progress.	progress. Teacher collaborates with
with colleagues, to	with colleagues, to seldom collaborates with	with colleagues when	Teacher collaborates with	colleagues to plan instruction that
monitor student	colleagues regarding	problems arise, especially	colleagues to plan	supports all students, including English
	English learners and	regarding English	instruction that supports	learners and students with specific IEP
	students with IEP plans.	learners and students with	student learning, including	goals. Teacher uses assessment data to
	1	IEP plans.	English learners and	identify gaps in knowledge and to
		(	students with specific IEP	determine how and when to re-teach
			goals.	specific content.

5.4 Using	Teacher inconsistently	Teacher uses data from	Teacher uses data from	Teacher uses data from a variety of
assessment data to		assessments when	formal and informal	ongoing formal and informal assessments
establish learning	assessments when	planning some learning	assessments when planning	to plan, differentiate and modify learning
goals and to plan,	planning learning	activities. Teacher	learning activities. Teacher	activities that support identified individual
differentiate and	activities. Teacher	differentiates instruction	differentiates instruction to	and group learning goals, especially
modify instruction	seldom differentiates	to meet generalized	meet learning goals,	regarding English learners and students
	instruction to meet	learning goals. Teacher	especially regarding English	with specific IEP goals. Teacher
	generalized learning	periodically reviews	learners and students with	consistently uses assessments to review
	goals. Teacher	progress toward learning	specific IEP goals. Teacher	progress on standards-based objectives to
	inconsistently reviews	outcomes in the content	uses assessments to review	ensure learning within key content areas.
	progress toward learning	area.	progress toward learning	
	outcomes in the content		within key content areas.	
	area.	made space		

California Standards for the Teaching Profession (CSTP) – **Standard Five** Description of Practice for *Assessing Students for Learning* 

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
5.5 Involving all	Teacher inconsistently	Teacher provides students	Teacher provides students	Teacher assists students in understanding
students in	provides students with	with assessment data that	with various types of	and using various types of assessment
self-assessment,	assessment data that	he/she uses to analyze	assessment data to analyze	data to analyze work. Teacher provides
goal setting, and	he/she uses to analyze	work. Teacher provides	work. Teacher provides	tools, criteria and rubrics that assist
monitoring	work. Teacher seldom	some assessment rubrics	some assessment rubrics	students in self-assessing and monitoring
progress	provides assessment	to assist students in	that assist students in	progress toward learning goals. Students
	rubrics to assist students	understanding criteria for	self-assessing work and	are provided with ongoing opportunities
	in understanding criteria	grades. Students have	monitoring progress.	to interact with peers and reflect on
	for grades. Students	limited opportunities to	Students are provided with	learning. Teacher makes assessment a
	have few, if any,	interact with peers and	some opportunities to	visible, integrated and interactive part of
	opportunities to interact	reflect on learning.	interact with peers and	learning, where all students take
	with peers and reflect on	Assessment-criteria are	reflect on learning. Teacher	responsibility for learning outcomes.

	Teacher uses computer applications to manipulate and analyze assessment data to monitor student learning and inform instructional planning. Teacher uses available technologies to provide ongoing, timely feedback to both students and families and to communicate with other professionals regarding student progress.
makes assessment a visible aspect of learning and students are aware of progress toward learning outcomes.	Teacher uses computer applications to record assessment data that assists in monitoring student learning. Teacher uses some technologies to provide feedback to both students and families and to communicate with other professionals regarding student progress.
generally not visible to students, making student self-assessment and progress monitoring limited.	Teacher rarely uses computer applications to record assessment data. Teacher rarely uses available technologies to provide feedback to students or families or to communicate with other professionals regarding student progress.
learning. Assessment-criteria are rarely visible to students, making student self-assessment and progress monitoring inconsistent.	Teacher inconsistently and ineffectively uses computer applications to record assessment data. Teacher inconsistently uses available technologies to provide feedback to students or families or to communicate with other professionals regarding student progress.
	5.6 Using available technologies to assist in assessment, analysis and communication of student learning

California Standards for the Teaching Profession (CSTP) – **Standard Five** Description of Practice for *Assessing Student Learning* 

Element	Progress Not Evident Progress Evident	Progress Evident	Meets Standards I	Meets Standards 2
5.7 Using	Teacher has inconsistent	Teacher has limited	Teacher communicates	Teacher communicates regularly with
assessment	communication with	communications with	when needed with families	families and resource providers, using
information to	families. Teacher	families. Teacher	and resource providers,	current and timely assessment information
share timely and	seldom communicates	communicates with	using assessment	to guide conversations. Teacher
comprehensible	with resource providers,	resource providers, as	information to guide	communicates information about student
feedback with			conversations. Teacher	progress in a manner that is

understandable and respectful, allowing	all parties involvement in the support of	students at school and at home.		
communicates information	about student progress in a	manner that is	understandable and	respectful.
needed, using available	assessment data.			
using available	assessment data.			
lents and their				

Gerber Elementary School

California Standards for the Teaching Profession (CSTP) – Standard & Description of Practice Developing as a Professional Educa

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
6.1	Teacher rarely reflects on	Teacher reflects on some	Teacher reflects on his/her	Teacher reflects on successes and
Reflecting on	some lessons and areas of	lessons and areas of concern	teaching practice in	challenges within his/her teaching
teaching	concern in his/her teaching	in his/her teaching practice	relationship to student	practice in relationship to student
practice in	practice and makes few, if	and makes some adjustments	learning and instructional	learning and instructional goals.
jo troggans	any, adjustments in	in instruction to support	goals and makes	Teacher reflects on diverse factors that
student	instruction to support	student learning.	adjustments in instruction	impact teaching and student learning
learning	student learning		that result in increased	and makes adjustments in instruction
9	.Girrinar arraman		student learning	that result in increased student
			station rearing.	learning across the range of learners.
6.2	Teacher rarely engages in	Teacher engages in some	Teacher engages in growth	Teacher seeks out purposeful
Establishing	professional growth	professional growth	opportunities based on	professional growth opportunities,
professional	opportunities offered by	opportunities offered by	established professional	based on established goals that will
goals and	his/her district or county and	his/her district or county and	goals that extend knowledge	expand knowledge about
engaging in	pursues few, if any,	pursues some opportunities to	about teaching. Teacher	instructional methods and
continuous	opportunities to acquire new	acquire new knowledge.	participates in professional	technologies. Teacher participates in
and	knowledge. Teacher has	Teacher has limited	conversations, maintaining a	and contributes to the professional
purposeful	limited and inconsistent			community, actively engaging in a

professional	interactions with other	interactions with other	commitment to lifelong	commitment to lifelong learning and
growth and	colleagues.	colleagues.	learning and reflection.	reflection.
development				
6.3	Teacher rarely engages in	Teacher engages in	Teacher engages in dialogue	Teacher engages in ongoing dialogue
Collaboratin	conversations with	conversations with colleagues	and reflection with	and reflection with colleagues,
g with	colleagues that extend	that extend knowledge about	colleagues, to extend	building professional relationships
colleagues	knowledge about teaching	teaching and learning.	knowledge about teaching	that extend knowledge about
and the	and learning. Teacher	Teacher collaborates with	and learning. Teacher	teaching and learning. Teacher
broader	inconsistently collaborates	resource personnel when	collaborates, as needed,	collaborates with resource personnel
professional	with resource personnel	questions arise about a	with resource personnel to	and staff to support students' diverse
community to	when questions arise about a	student. Teacher has limited	support students' learning.	learning needs. Teacher participates
support	student. Teacher has limited	participation in school events	Teacher participates in	in school and district
teacher and	and inconsistent	and organizations.	school events and	decision-making, events and
student	participation in school		organizations within the	organizations as a visible and valued
learning	events and organizations.		school community.	member of the school community.

California Standards for the Teaching Profession (CSTP) – **Standard Six** Description of Practice for *Developing as a Professional Educator* 

Element	Progress Not Evident	Progress Evident	Meets Standards 1	Meets Standards 2
6.4 Working	Teacher demonstrates respect	Teacher demonstrates respect	Teacher demonstrates respect	Teacher demonstrates respect for
with families	for students' families, but has	for students' families, but has	for students' families and has	and values all students' families
to support	little to no knowledge of	limited knowledge of specific	an understanding of diverse	and takes time to understand their
student	specific cultures and	cultures and backgrounds.	backgrounds. Teacher has	diverse backgrounds and
learning	backgrounds. Teacher	Teacher communicates and is	developed positive	experiences. Teacher maintains
)	inconsistently communicates	open to families who	communication with families	ongoing positive interactions to
	and is somewhat open to	demonstrate interest in	and is open to participation	extend knowledge about students
	families who demonstrate	classroom and/or school	by families in classroom	and to provide ongoing
	interest in classroom and/or	activities.	and/or school activities to	opportunities for families to have
	school activities.		support student learning.	meaningiai paracipation in me

			<del>(                                    </del>	
				classroom and/or school
				community to support student
M				learning.
6.5 Engaging	Teacher lacks understanding	Teacher understands the	Teacher has understanding	Teacher is knowledgeable about
local	of the importance of students'	importance of students'	and knowledge about the	and values students' diverse
communities	communities. Teacher has	communities. Teacher has	surrounding community and	communities. Teacher seeks out
in support of	initiated few, if any, actions	initiated few actions that	seeks out opportunities to	opportunities to integrate and/or
the instruction	that would involve	would involve community	involve community members	involve community members,
program	community members or	members or resources in	or resources in activities that	organizations, businesses and
	resources in classroom or	classroom or school	support the instructional	community-based experiences to
	school activities.	activities.	program.	extend and support the
				instructional program and
				student learning.
6.6 Managing	Teacher inconsistently and	Teacher works on	Teacher develops strategies	Teacher consistently uses
professional	ineffectively works on	incorporating a few strategies	for balancing professional	strategies for balancing
responsibilitie	incorporating a few strategies	that will assist in balancing	responsibilities with personal	professional responsibilities with
s to maintain	that will assist in balancing	professional responsibilities	needs in order to maintain	personal needs in order to
motivation	professional responsibilities	with personal needs.	motivation for teaching and	maintain motivation for teaching
and	with personal needs.		commitment to students.	and commitment to student
commitment				learning. Teacher professional
to all students				goals are intellectually
				challenging, change or deepen
				over time, and sustain long-term
				interest and motivation
				throughout his/her career.

California Standards for the Teaching Profession (CSTP) – **Standard Six** Description of Practice for *Developing as a Professional Educator* 

Meets Standards 2	
Meets Standards 1	
Progress Evident	
Progress Not Evident	
Element	

6.7	- F			
<b>,</b> • •	leacher lacks awareness of	Teacher has some awareness	Teacher adheres to the legal	Teacher adheres to the legal and
Demonstratin	the legal and ethical	of the legal and ethical	and athical obligations of the	-thing -1.1::
a professione	~h13-~		and curical congalions of the	ethical obligations of the
g professional	conganons of the teaching	obligations of the teaching	teaching profession in	teaching profession in
	profession and professional	profession and professional	relationship to interactions	relationship to internations with
integrify and	and legal recognition	040 1 000 money money 1111.	Comparation distriction	Total Company to micracions will
of Line	and togat responsionings	and legal responsibilities	with students and families.	students, families, employer and
effical	regarding conduct.	regarding conduct.	Teacher is aware of	the larger community. Toocher
conduct		)	***************************************	the maser community. Icaemen
			professional and legal	continuously and rigorously
			responsibilities regarding	pursues knowledge regarding
	·		conduct.	professional and legal
	,			responsibilities that guarantee a
				high quality education for all
				stridents
			_	

### ARTICLE XV: MISCELLANEOUS

This agreement constitutes the sole and entire existing agreement between the parties in respect to those items within the scope of bargaining during the term of this agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement. This agreement is subject to amendment, alteration or addition only by subsequent written agreement between the parties. The District shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this agreement. Nevertheless, policies expressly referenced in this contract will not be changed without the Association being notified and agreement being reached through the meet and negotiate process.

### ARTICLE XVI: TERM

- 16.1 This agreement shall have effect and be binding upon the District, the Association, and the members of the bargaining unit and shall remain in full force and effect through June 30, 2026.
- 16.2 This Agreement shall remain in full force and effect during the periods of negotiations.
- 16.3 The Agreement is to the extent authorized by law, the entire agreement between the Parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of the Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.
- 16.4 All negotiations for the 2023-24 and 2024-25 school year are closed, unless a change in law or program funding requires re-opening negotiations. For the 2025-26 school year, each party may reopen negotiations on Article VIII: Wages and Salaries and Article IX: Health and Welfare Benefits, and any two (2) other Articles of this Agreement or subjects within the lawful scope of representation by notifying the other party in writing no later than the second week of September of the 2025-26 school year.

### ARTICLE XVII: VACANCY POSTING PROCEDURES

- 17.1 A "vacancy" is defined as any unit position which has been vacated, and which the District intends to fill, or any newly created position.
- 17.2 During the regular school year, the District shall send an email regarding the vacancy to unit members and post all vacancies on the faculty workroom bulletin boards.

- 17.3 Each vacancy announcement shall remain posted for at least five (5) school days. Such announcement shall contain pertinent information about the vacancy (such as grade level, any specific duties and requirements) and the deadline for submitting requests for consideration. Unit members may submit to the District office a written request for consideration for such vacancy. No regular assignment to fill a vacancy may be made until after the closing date.
- 17.4 For vacancies which occur during the summer recess period, the District shall email notices to unit members at the email designated in the End of Year Letter.
- 17.5 The District shall inform all unit members submitting requests, for consideration for a vacancy, the disposition of their request.
- 17.6 Unit members who are not selected for a vacancy shall have the opportunity to meet with the Superintendent/Principal to discuss the reasons for not being selected.

### ARTICLE XII: IMPACT OF LAYOFFS

- 18.1 Unit members who have been notified of an impending layoff shall be entitled to use up to three (3) days of paid leave for the purpose of seeking employment. Such leave is subject to the prior approval of the Superintendent/Principal.
- 18.2 Unit members who are laid off shall be entitled to continue District paid insurance benefit coverages and premium contributions for the months of July, August and September. In the event the laid off unit member obtains insurance coverage from another employer, District paid insurance benefits will be discontinued.

### ARTICLE XIX: ORGANIZATIONAL SECURITY

**Employee Rights** 

19.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

### 19.2 Dues Deduction

- 19.2.1 The Association has the sole and exclusive right to have membership dues deducted by the District for unit members.
- 19.2.2 The District shall deduct from the pay of Association members and pay to the

Association the sum equal to the normal and regular monthly Association Membership dues.

- 19.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction at any time.
  - 19.2.3.1 The district shall notify the Association if any member revokes their dues deduction authorization.
  - 19.2.3.2 The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than (30) calendar days after submission of the form to the designated representative of the District.

### ARTICLE XX: SEVERABILITY

The provisions of this Agreement are declared to be severable, and if any section, sentence, clause, or phrase of this Agreement shall for any reason to be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the Parties that this Agreement shall stand notwithstanding the invalidity of any part.

FOR DISTRICT:	FOR ASSOCIATION:
Board President	GTA President
Luny Montes	Clas Stara
Superintendent/Principal	Bargaining Chair

Board Approved: January 23, 2023

Association the sum equal to the normal and regular monthly Association Membership dues.

- 19.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction at any time.
  - 19.2.3.1 The district shall notify the Association if any member revokes their dues deduction authorization.
  - 19.2.3.2 The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than (30) calendar days after submission of the form to the designated representative of the District.

### ARTICLE XX: SEVERABILITY

The provisions of this Agreement are declared to be severable, and if any section, sentence, clause, or phrase of this Agreement shall for any reason to be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the Parties that this Agreement shall stand notwithstanding the invalidity of any part.

FOR DISTRICT:

Roard President

unerintendent/Principal

FOR ASSOCIATION:

GTA President

Bargaining Chair

Board Approved: January 23, 2023

# Gerber Union Elementary School 2023-24 Calendar

	MT	W	TH F			M	T W	TH	F	
JULY	Latin Administration of the Control	į 5	6 7		JANUARY		(3) (	3 ( 3)	(5)	
	10 11		13 14		17 School Days	8	9(//)	0 11	-	
	17 18		20 21			15	16///	18	19	
	24 25 31	26	27 28			22 29	23///2	25	26	
	311					28	30///3	<i>7</i> 41I		
AUGUST		2	3 4		FEBRUARY			1	2	
16 School Days	7 X / 8		////09/////// 17 18		16 School Days	5	6///	8	9	
	21 22		24 25			12	13 /// 3 20 (2	4 15 1 (22	16 (23)	
	28 29		31			26	27////	8 29	(6.9)	
			- i.l		MARCH		5///	, <u>94 =0</u> j		
SEPTEMBER		-2777787	1		21 School Days				1	
20 School Days			7 8			4	5///	8 7	8	
	11 12 18 19		14 15 21 22			11 18	12/// 19///	34 14 32 21	15 22	
	C23C2					25	26///	28		
	V. P. / J. / A. P. / J. /	A			APRIL	<u>=~1</u>		2/1 20	///HYA	
OCTOBER	_		5 6		17 School Days			3 (4)		
17 School Days			12 13			8	9///	<b>9</b> 11	12	
	16 17 23 24		19 20 26 27			15 22	16 /// 23 ///	18 25	19 26	
	30 34		2,0 27			29	30	40 20	_20	
					MAY				<u> </u>	
NOVEMBER			2 3		22 School Days			3) 2	3	
NOVEMBER 16 School Days			9 10			13	- 1	<b>8</b> 9	10 17	
la scilon naña	20 2		23 24			20	14/// 21///	5 16 2 23	24	
	27 28		30			27	28	30	31	
					JUNE					
DECEMBER		177778	1		3 School Days			6	7	
15 School Days	4 5		7 8 14 15			10	11 1 18	2 13 9 20	14 21	
	18 19		///2% 22			24		6 27	28	
	25 (20		(28) (29)	84						96
			<u> </u>				·	1		
	Non-Instruc	tian Da	i (C		First Day of	f Cahaa	li Arminat	404b ማስሳ	no.	
	Minimum D		yo		Last Day of				23	
$\Diamond / \triangle$	Staff In-Ser		ys		2001 24, 0	001100	.,	,		
FT ( B )	.w									
First Day back w Calendar is due	riil be nighligi prior to the 1	nted/ind let work	icated. All cha	inges nood	must be initialled	l by the	employee	and sup	ervisor.	
Carcinal is due	Pulor to file 1	OL WUIK	n iS naik oi his	<del>ს</del> იგ <del>გ</del> ც	year. Highlight d	iays oui	reich 2000	oi days tr	iat you	will Work.
						_				
	Name:				Work	Days:		(at wo	rk/in se	eat)
Employee Sigr	nature:		<del>-</del> "			Date:			,	
Supervisor Sign	ature:				Revision	Date:	13			

# Gerber Union Elementary School District 2024-25 District Calendar

	MTWTHF		MITIWITHIF
JULY	1     2     3     64     5       8     9     10     11     12       15     16     17     18     19       22     23     24     25     26       29     30     31		JANUARY 19 School Days 6 7 8 9 10 13 14 3 16 17 20 21 22 23 24 27 28 30 31
AUGUST 17 School Days			FEBRUARY 3 4 6 7 15 School Days 10 11 2 13 14 24 25 26 27 28
SEPTEMBER 19 School Days	704014899N VGS-P		MARCH 21 School Days  3 4 6 7 10 11 13 14 17 18 20 21 24 25 27 28 31
OCTOBER 19 School Days			APRIL  17 School Days  7 8 3 4  7 8 10 11  14 15 36 17  (21) (22) (23) (24) (25)  28 29 30
NOVEMBER 14 School Days			21 School Days 1 2 5 6 8 9 12 13 15 16 19 20 22 23 26 27 29 30 JUNE
<b>DECEMBER</b> 15 School Days		84	3 School Days 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 96
	No SERRF: January 10th, 2025 Teacher Duty Day Legal and Local Holidays Non-Instruction Days Minimum Days Staff In-Service Days		First Day of School: August 8, 2024 Last Day of School: June 4, 2025 Meet and Greet: August 15, 2024 First Trimester Ends: November 8, 2024 Second Trimester Ends: February 28, 2025 Open House: May 22, 2025 Graduation: June 4, 2025
<b>©</b>	Parent Conferences Report Cards Home: TK-8 (11/15, 3/4, & 6/4) Progress Reports Home: (At conference)	ence, 1/	180 Total Instructional Days /10, 4/11)

### Gerber Union Elementary School District Certificated Teacher Salary Schedule 2023-24

```
Step I (BA+30) II (BA+42) III (BA+54)
   1
     $
         56,688 $
                     58,248
                            $
                                 59,849
   2 $
         58,248 $
                     59,849
                            $
                                 61,495
   3 $
         59,849 $
                     61,495
                            $
                                 63,185
   4 $
         61,495 $
                     63,185
                            $
                                 64,922
   5 $
         63,185 $
                     64,922 $
                                 66,707
   6 $
         64,922 $
                     66,707
                            $
                                 68,543
   7 $
         66,707 $
                     68,543
                            $
                                 70,430
   8 $
         68,543 $
                     70,430 $
                                 72,367
   9 $
         70,430 $
                     72,367
                            $
                                 74,358
  10 $
         72,367 $
                     74,358
                            $
                                 76,400
  11 $
         74,358 $
                     76,400 $
                                 78,504
  12 $
         76,400 $
                     78,504
                            $
                                 80,661
  13 $
         78,504 $
                     80,661
                            $
                                 82,879
  14 $
         80,661 $
                     82,879 $
                                 85,158
  15 $
         82,879 $
                     85,158
                            $
                                 87,500
  16 $
         85,158 $
                     87,500
                            $
                                 89,908
  17 $
         87,500 $
                     89,908
                            $
                                 92,379
 18
                            $
                                 94,921
 19
                            $
                                 97,531
 20
                            $
                                100,215
 21
                                102,969
```

Master's Degree holders will receive \$921 annually BCLAD Stipend \$921 annually Combo Class Stipend \$2000 annually 8.5% Increase from previous year

# **Appendix C**

Adopted: 1/23/23 Effective: 7/1/23

# GERBER UNION ELEMENTARY SCHOOL DISTRICT Stipend Salary Schedule 2023-24

Stipend		Α
A Volleyball	\$	1,276
B Volleyball	\$	1,276
Soccer	\$	1,276
Softball	\$	1,276
Boys BB A	\$	1,910
Girls BB A	\$	1,910
Boys BB B	\$	1,910
Girls BB B	\$	1,910
Yearbook	\$	1,276
Teacher in Charge	l .	r Article of GTA
Special Projects		55/hr
Outside Training	\$	55/hr
Masters Degree	\$	999
BCLAD	\$	999
Bilingual-Class Only	\$	550
Combo Class	\$	2,000

Appendix C1

Adopted: Effective: 07.01.23

## Gerber Union Elementary School District 2024-25 Certificated Teacher Salary

<u>Step</u>	1	(BA+30)	IJ	(BA+42)	Ш	(BA+54)
1	\$	58,955	\$	60,578	\$	62,243
2	\$	60,578	\$	62,243	\$	63,955
3	\$	62,243	\$	63,955	\$	65,712
4	\$	63,955	\$	65,712	\$	67,519
5	\$	65,712	\$	67,519	\$	69,376
6	\$	67,519	\$	69,376	\$	71,285
7	\$	69,376	\$	71,285	\$	73,247
8	\$	71,285	\$	73,247	\$	75,261
9	\$	73,247	\$	75,261	\$	77,332
10	\$	75,261	\$	77,332	\$	79,456
11	\$	77,332	\$	<b>7</b> 9,456	\$	81,644
12	\$	79,456	\$	81,644	\$	83,887
13	\$	81,644	\$	83,887	\$	86,194
14	\$	83,887	\$	86,194	\$	88,564
15	\$	86,194	\$	88,564	\$	91,000
16	\$	88,564	\$	91,000	\$	93,504
17	\$	91,000	\$	93,504	\$	96,074
18					\$	98,718
19					\$	101,432
20					\$	104,223
21					\$	107,088

Master's Degree holders will receive \$921 annually. BCLAD Stipend \$921 annually Combo Class Stipend \$2000 annually 4% Increase from previous year

# **Appendix D**

Adopted: 1/23/23 Effective: 7/1/24

### GERBER UNION ELEMENTARY SCHOOL DISTRICT Stipend Salary Schedule 2024-25

Stipend		Α
A Volleyball	\$	1,327
B Volleyball	\$	1,327
Soccer	\$	1,327
Softball	s	1,327
Boys BB A	s	1,986
Girls BB A	\$	1,986
Boys BB B	\$	1,986
Girls BB B	\$	1,986
Yearbook	\$	1,327
		. 4. 4. 1
Teacher in Charge		r Article of GTA
Special Projects	4	555/hr
Outside Training	\$55/hr	
Masters Degree	\$	1,039
BCLAD	\$	1,039
Bilingual-Class Only	\$	564
Combo Class	\$	2,080

Appendix D1

Adopted: Effective: 07.01.24

Subject to change yearly. Will be updated by September 30th each year.

### Staff Adjunct List

All certificated unit members must choose a minimum one duty listed below. Adjunct List would not include paid positions/duties (i.e. coaching/environmental school) or union business (i.e. SSC/committee work).

DUTY	<b>A</b> (Approx. 0-8 hours)	B \$250 stipend (Approx. 9-16 hours)	C \$500 stipend (Approx. 17+)
MTSS Planning Team (2)	MTSS planning team Who:		
PBIS Team (2-3)	Toncommon Philosophia wa Spinisa wa Angelia	PBIS Team Who:	
Garden Lead (2)  One per cluster group  Manage garden area and communicate with other teachers in grade level span		Who:	American Committee Committ
NEU Lead (2)     Organize NEU guest speakers or activities.     Goal would be to arrange at least 2 career speakers per grade level per year. Create a list of careers and connections/contact information for career guest speakers.     Attend conference (optional)		NEU Lead Who:	
Fun Friday		Fun Friday	

Maintain spreadsheet     Communication with staff and volunteers     Outreach		Who:	
Facebook page     Post upcoming events     Promote positive     messaging     Share weekly photos of     happenings around the     school	Facebook page Who:		
Reading Incentive Program (AR points) and Read Across America lead  • Yearly commitment • Monthly rewards/incentive • Organize a RAA event		Reading Incentive Program: Who: 1.	
Arts Attack lead     Register teachers     Contact with questions     Coordinate with AP to reorder	Who: TK-2: 3-5: 6-8:		
Technology support  Contact for troubleshooting issues	Who: 1. 2.		
School dance chaperone (sign up for at least 2)	Chaperone  Date: Who: 1.  Date: Who: 1.  Date (Spring): Who: 1.		

Latina Leadership driver (TBD)  • 6 days	Latina Leadership driver Who:	
Girls on the Run		Girls on the Run  Who: 1. 2.
Kiln  Outreach to teachers  Purchase clay and materials  Document hours		Kiln Who:
6th grade WES fundraiser	6th grade WES fundraiser Who: 1. 2.	
3rd evening duty  Refer to evening duty list	3rd evening duty Who:	
Student Lunch Club: teacher leads a group during lunch with a focus topic.  Commitment: At least 2 days per week		Lunch Club Who: