Preparing Today’s Students For Tomorrow’s World

July 1, 2007
through
June 30, 2010

The Agreement (Contract)

between

Grant Joint Union High School District

and

Grant Teachers Association
PREAMBLE
This Agreement is entered into this 5th day of December 2007, by and between the Board of Trustees of the Grant Joint Union High School District of the City and County of Sacramento and Placer County, California, and the Grant Teachers Association.
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ARTICLE I - IMPLEMENTATION OF AGREEMENT (CONTRACT)

1.1 Recognition: All Credentialed employees not designated as management or confidential by action of the Board of Trustees of the Grant Joint Union High School District are represented by the Grant Teachers Association and are covered by all terms of this Agreement, except as follows:

1.1.1 Substitute employees; and,

1.1.2 Adult Education teachers employed less than 15 hours per week; and,

1.1.3 Adult Education teachers are not covered by the following Articles of this Agreement: Article VII, Article XX, Article XXI, and that portion of Article IX pertaining to Peer Instructional Assistance.

1.2 Subcontracting: Students enrolled in a District program shall not have their educational program contracted out to non-employees except those covered by state or federal codes and laws such as Special Education Programs.

1.3 Definitions:

1.3.1 Days:

1.3.1.1 “Work days” means days which the employee is contractually required to be in attendance.

1.3.2 Daily rate of pay: Annual salary of an employee as determined by the employee’s placement on the salary schedule, divided by the employee’s required days of service during the regular school year.

1.3.3 Hourly rate of pay: Annual salary of an employee as determined by the employee’s placement on the salary schedule, divided by the employee’s required days of service during the regular school year, divided by the number of hours an employee is required to be on site.

1.3.4 Temporary teacher: An employee may be classified as temporary only if the temporary classification is authorized by Ed. Code 44909, 44919, 44920, or
44921 and shall be given a written statement defining his/her status in accordance with Ed. Code 44916.

1.4 **Non-discrimination Clause:** The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory.

1.5 **Savings Provisions:** If any provisions of this Agreement are held to be contrary to the law by a court of competent jurisdiction or the Public Employment Relations Board such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event that a provision is declared invalid, the parties to this contract shall meet within twenty-one (21) calendar days after the decision to discuss the effect of the decision and determine if renegotiation of that provision is necessary.

1.6 **Contract Supersedes Board Policy:** The specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over state laws to the extent permitted by state law.

1.7 **Individual Contract:** Any individual contract between the Board of Trustees of the Grant Joint Union High School District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

1.8 **Publication of Agreement:** Within sixty (60) days of ratification of this Agreement by both parties herein, the Board of Trustees shall have at least one copy for each employee prepared and delivered to the Association for distribution.

1.9 **Employee Listing:** The District will provide by October 1st an alphabetical list of all employees working for the District in classifications covered under Section 1.1, along with their work sites, salary classification and any extra duty pay.

1.10 **Duration of Agreement (Term):** The contract between the parties will be effective upon ratification, covering 2007-2008, 2008-2009 and 2009-2010 expiring June 30, 2010.
1.11 In consideration for all of the foregoing, the Parties agree to commence negotiations for a successor agreement in January 2010 with the intent to conclude negotiations prior to the end of the school year.
ARTICLE II – GRIEVANCES

2.1 Definitions:

2.1.1 A grievance is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.

2.1.2 A grievant is any employee or the Association.

2.1.3 A “work day” is any day in which the employee is contractually required to be in attendance.

2.1.4 “Calendar Days”:

2.1.4.1 When used to identify timelines for District actions, “calendar days’ shall include all days, except District legal holidays, or winter or spring recess, or other “break” days identified on the District Calendar.

2.1.4.2 When used to identify timelines for District actions, “calendar days” do not include the summer recess, unless the Grievant requests in writing that his/her grievance continue to be processed during the summer recess.

2.1.5 The “immediate supervisor” is the administrator having immediate jurisdiction over the grievant.

2.1.6 All grievances shall be initiated with the lowest level administrator with the authority to settle the Grievance. The Assistant Superintendent, Human Resources has the authority to identify the lowest level administrator with the
authority to settle any grievance, and to remand the grievance to that identified administrator.

2.2 **Procedures:**

2.2.1 **Informal Level:** Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. The immediate supervisor shall refer the grievant to the appropriate administrator if the immediate supervisor cannot resolve the grievance.

2.2.2 **Formal Levels:** at Level I or II, the grievant shall be entitled to professional representation of his/her own choice.

2.2.2.1 **Level I:** Within thirty (30) work days after occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. The immediate supervisor shall refer the grievant to the appropriate administrator if the immediate supervisor cannot resolve the grievance. In the event the grievance is against the employee’s immediate supervisor, the grievance shall be presented directly to the next level administrator. The statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The administrator shall communicate his/her decision to the grievant and the Association in writing within fourteen (14) work days after receiving the grievance. Within the above time limits either party may request a personal conference for the purpose of settling the grievance.

2.2.2.2 **Level II:** If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) work days appeal the decision on the
appropriate form to the superintendent or his/her designee. This statement shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate his/her decision in writing to the grievant and the Association within fourteen (14) work days.

2.2.2.3 Level III: If the grievant(s) is not satisfied with the decision at Level II, the Association may within ten (10) work days appeal the decision in writing. The Superintendent or his/her designee shall, within fourteen (14) work days of receipt of the appeal, seek a list of experienced arbitrators from the California State Mediation and Conciliation Service. The Association and the District shall meet and select by lot the arbitrator, who shall schedule a hearing and render a final and binding award in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the policies, rules, regulations or procedures of the District. Any and all costs for the services of the arbitrator shall be paid equally by the Association and the District.

2.3 General Provisions:

2.3.1 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

2.3.2 Should a grievance with identical facts be filed by multiple grievants, the District and Association may consolidate and/or select one grievant and have the resolution apply to all.

2.3.3 Grievance records shall not be placed in personnel files.
2.3.4 At any time the grievant and/or Association fails to meet the timeliness specified in Section 2 of this Article, the grievant and/or Association is precluded from advancing the grievance.

2.3.5 At any time the District fails to meet the timeliness or respond in writing as specified in Section 2 of this Article, the grievance will be automatically advanced to the next level.

2.3.6 All grievances shall be processed during the regular workday, except as identified in section 2.1.4.2, above.

2.3.7 It is agreed that a grievance may be mutually resolved at any time.
ARTICLE III - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

3.1 Any employee who is a member of the Grant Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.

3.2 Any employee who is not a member of the GTA, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the Bargaining Unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fees in the same manner as provided in Paragraph 3.1 of this Article. Prior to November 1 of each year, the District shall provide the Association with a list of those employees whose dues are being withheld through payroll deduction. The Association will provide the District with a list of employees who have not complied with the provisions of this Article. The Association shall certify by the submission of said list that the dues collected are for collective bargaining and/or employment conditions and are in compliance with any P.E.R.B. adopted regulations.
In the event that an employee does not pay such fees voluntarily, the District shall begin
automatic payroll deduction as provided in Ed. Code Section 45061 and in the same
manner as set forth in 3.1 of this Article by November 15 of the current school year.

3.3 (a) Any employee who is a member of a religious body whose traditional tenets or
teachings include objections to joining or financially supporting employee organizations
shall not be required to join or financially support GTA, CTA/NEA as a condition of
employment; except that such employee shall pay, in lieu of a service fee, sums equal to
such service fee to one of the following non-religious, non-labor organizations, charitable
funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue
Code:

The scholarship fund of the Grant Joint Union High School District

The United Way

The American Cancer Society

The Martin Luther King Scholarship Fund, or

The Foundation to Assist California Teachers.

(b) The Association agrees to pay to the District all legal fees and legal costs
incurred in defending against any court action and/or administrative action before the
P.E.R.B. challenging the legality or constitutionality of the fair share provisions of this
Agreement or its implementation (within a reasonable time).
ARTICLE IV - HOURS / WORKDAY / WORK YEAR

4.1  **Hours:**

4.1.1 The daily workday for classroom teachers, Categorical Programs Facilitator, Categorical Programs District Facilitator, and secondary counselors shall be seven (7) hours, including a thirty (30) minute duty-free lunch period. Classroom teachers and counselors shall arrive prior to the instructional day and remain until the conclusion of the instructional day. A teacher/counselor may adjust his/her before and after school time to meet this seven (7) hour requirement with approval of the building principal. In addition, classroom teachers and secondary counselors shall be available for student and parent conferences as scheduled. Flexible schedules for secondary counselors, Categorical Programs Facilitator, Categorical Programs District Facilitator, shall be arranged as needed by the principal or program administrator.

4.1.2 The daily workday for a nurse, high school librarian, speech therapist, family learning center specialist, vocational counselor, and work experience counselor shall be seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch. Flexible schedules shall be arranged as needed by the principal or department administrator; schedule shall include a daily thirty (30) minute duty-free lunch and a workweek of thirty-seven and one-half (37½) hours. Employees in the above category may be requested by principals or district administrators to exceed their normal regular weekly work hours for special conferences, meetings, and seminars.

4.1.3 The daily workday for a welfare and attendance counselor, educational technology specialist, psychologist, lead teacher for independent study, CIS/JROTC program associate, transition specialist, and special education program specialist shall be eight (8) hours, including a thirty (30) minute duty
free-lunch. Flexible schedules shall be arranged as needed by the principal or department administrator; schedule shall include a daily thirty (30) minute duty-free lunch and a workweek of forty (40) hours. Employees in the above category may be requested by the principals or district administrators to exceed their normal regular weekly work hours for special conferences, meetings, and seminars.

4.1.4 The daily workday for an adult education specialist shall be eight (8) hours for a forty (40) hour workweek. Upon mutual agreement of the teacher and the program administrator, unique work schedules may be arranged (for example, four (4) days per week, ten (10) hours per day, split shifts, etc.).

4.1.5 The number of hours an adult education teacher or adult education counselor works may vary but will not exceed forty (40) hours per week. Upon mutual agreement of the teacher and the program administrator, unique work schedules may be arranged (for example, four (4) days per week, ten (10) hours per day, split shifts, etc.).

4.1.6 A part-time employee’s workday will be based on the percentage of the normal workday the part-time employee works.

4.1.7 Employees shall be required to attend orientation sessions and district curriculum meetings and to perform supervisory and sponsorship duties as may be required by the needs of the school or the District. This requirement may be in addition to hours designated above. Each school’s management staff shall devise an equitable plan for extra duty supervision assignments and shall consult with the school steering committee or other appropriate faculty committee to plan the supervision distribution.

4.1.8 Employees may be required to attend staff meetings before or after the normal duty day. Such mandatory staff meetings called by and required by the site
administrator shall not exceed two (2) hours in any school month except for the first school month of the school year. Up to three (3) hours of mandatory meeting time may be used during the first month of the school year. In addition, there shall be no more than ten (10) total hours per school semester of such mandatory staff meeting time. Any hours of mandatory staff meeting time called by and required by the site administrator beyond the limits of this Section shall be compensated at the non-instructional rate designated in 14.11.3.

4.1.9 Employees may be requested to attend district sponsored programs, workshops, seminars, and conferences related to their fields, or to represent their disciplines and/or the district at other professional conferences. Attendance at the above conferences, seminars, and workshops shall be optional unless release time has been arranged by the District.

4.1.10 Employees may request to be released from the above hours to attend local professional workshops and/or conferences upon prior approval of the building principal and the Assistant Superintendent for Instruction or designee.

4.2 **Workday:**

4.2.1 The normal daily teaching assignment shall be five (5) teaching periods and one (1) period for preparation/conference. The daily work periods for teachers shall be established by the school time schedule as prepared by the school site council and approved by the Board of Trustees.

Exceptions to the above may occur at Vista Nueva, Pacific, Opportunity School, Alternative School and other special and pilot programs. The total teaching day in these programs shall not exceed seven (7) hours.

4.2.1.1 A specific alternative daily schedule may be implemented at a school site as follows:
4.2.1.1.1 A specific alternative daily schedule recommended by the School Site Council, may be implemented at a school site upon a 2/3 majority vote of the GTA Bargaining Unit members who cast votes at that site.

4.2.1.1.2 A specific alternative daily schedule may be replaced or rescinded at a school site upon a 2/3 majority vote of the GTA Bargaining Unit members who cast votes at that site.

4.2.1.1.3 Notification and balloting procedures shall be determined by the site administrator and the GTA site representative.

4.2.1.1.4 A vote for an alternative daily schedule must be taken no later than January 30 in order to be effective in the following school year.

4.2.1.1.5 An alternative daily schedule must not require the hiring of additional staff.

4.2.2 Preparation/Conference Time:

4.2.2.1 Each teacher shall have one (1) supervision-free period for preparation and/or conference. The length of the preparation/conference period shall be equal to at least one (1) full student period and shall be proportionally adjusted to modified schedules; e.g., minimum day.

4.2.2.2 Adult Education teachers who work at least thirty hours per week will be assigned two (2) hours prep time per week at the regular rate of pay. This payment will be included in the adult education salary schedule.
In addition there will be thirty (30) hours of preparation. These hours shall fall on the Friday coinciding with the adult education attendance/ADA monthly report due date.

4.2.2.3 The preparation/conference time shall be used by teachers to:

1. Prepare for assigned classes;
2. Conduct conferences with parents, students and other faculty members as required; and,
3. To obtain instructional materials or carry out duties related to the services for which the teacher is employed.

Teachers may leave the school premises to carry out these functions only when permission to do so is obtained from the principal or his/her designee.

4.2.2.4 The Director of Special Education will meet with the GTA President and a special education representative from both a junior high school and a high school (to form a committee of four). This meeting shall occur within thirty (30) work days from the first day of school. This committee will convene and review the parameters for individual site I.E.P. meetings.

4.2.3.1 A teacher may be assigned to serve as a substitute during his/her preparation/conference period when no substitute is available. Principals will first ask for volunteers and if no volunteer is available will make the assignment on a rotating basis. Teachers that serve as substitutes shall be paid the substitute rate as designated in 14.11.1.

4.2.3.2 Adult education teachers may be asked to serve as substitutes during their non-scheduled teaching time, so long as the maximum number
of hours does not exceed forty (40) hours per week. The rate of pay will be the teacher’s regular hourly rate of pay.

4.2.4 **Reasonable Certificated Employee Duties:**

4.2.4.1 Teachers may be asked to perform reasonable certificated employee duties during their preparation/conference period by the principal. Whenever teachers are used to perform these duties during the preparation/conference period, they shall be paid the non-instructional rate as designated in 14.11.3.

4.2.4.2 Adult education teachers may be asked to perform reasonable certificated employee duties during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The rate of pay will be the adopted non-instructional hourly pay rate.

4.2.5 **Sixth (6th) Period Assignment:**

Classroom teachers may be offered employment to teach during the preparation/conference period. Said employment shall be on a voluntary basis. When such employment is accepted, it shall be compensated as designated in 14.1.1 effective January 1, 2008, at 16.7% of the annual salary at Class II/Step 1 (Regular Certificated). The District shall forward to the Association in November and March a report on the number of teachers on sixth (6th) period assignments by department and school.

4.2.5.1 All sixth period teaching assignments shall be paid monthly, and any discrepancies shall be paid in a timely manner.

4.2.6 **Minimum Days:**
4.2.6.1 Minimum days for employees shall be scheduled for back-to-school night and open house night. All employees governed by this Agreement shall attend.

In addition, District management personnel and the Board may authorize any other released time for employees or specific groups of employees to attend inservice meetings. Additional minimum days may be requested for, but not limited to, graduation, articulation, and staff development.

4.2.6.2 The Superintendent may provide an early release day for employees the last working day prior to winter break.

4.2.7 Association Business:

4.2.7.1 GTA officers and representatives shall be released at the end of the instructional day to attend scheduled meetings. The Association President shall give prior notice to the Superintendent of each meeting date.

4.2.7.2 The Association President shall be allowed to use his/her preparation/conference period for Association business as necessary with prior notice to the building principal.
4.3 **Work Year:**

4.3.1 **Instructional Year:**

4.3.1.1 There shall be 180 instructional days in a work year. Should any of the 180 instructional days be postponed or canceled for any reason, the members of the Bargaining Unit shall make up those days as scheduled by the District at no additional cost to the District.

4.3.1.2 The instructional year for full-time classroom teachers shall be the same at all District high schools and shall not exceed 66,600 minutes.

4.3.1.3 The instructional year for full-time classroom teachers shall be the same at all District junior high schools and shall not exceed 61,200 minutes.

4.3.1.4 Changes in the instructional year may only occur after consultation with the school staff, the Association and approval of the Board of Trustees.

4.3.2 **Days in Work Year (effective July 1, 1999):**

4.3.2.1 Adult Education classroom teachers shall be required to work 185 days.

4.3.2.2 Classroom teachers, Categorical Programs Facilitator, and the Categorical Programs District Facilitator will be required to work 183 days.

4.3.2.3 Classroom teachers new to the District will be required to work 184 days.

4.3.2.4 High school librarians, family learning center specialist, speech therapists, vocational counselor, and work experience counselors will be required to work 185 days.
4.3.2.5 Psychologists, welfare and attendance counselors, Program Specialist — Reading, Transition Specialist, special education program specialists, CIS/JROTC program associate, Educational Technology specialist, Foster Youth/Families in Transition (Homeless) Specialist, nurses and lead teacher for independent study will be required to work 189 days.

4.3.2.6 Secondary counselors will be required to work 198 days.

4.3.2.7 Adult education counselors will be required to work 193 days.

4.3.2.8 Adult education specialist will be required to work either 185 days or 232 days.
ARTICLE V - EFFECTS OF LAYOFF

5.1 The District agrees to proceed with any proposed layoff in accordance with the statutory requirements of Education Code Section 44955, et seq. Should an employee or the Association allege a violation of the above rights and procedures and seek resolution of the alleged violation in any statutory review process including, but not limited to those contained in Education Code Section 44949, the District shall not be required to process a grievance in the matter.

5.2 Notice:

5.2.1 The District shall notify the Association, in writing, fifteen (15) days in advance of notification to an employee regarding the District’s intent and reasons for the proposed layoff. The notice shall indicate the proposed program(s) or service(s) to be reduced or eliminated and/or any estimated reduction in ADA for the next school year, and shall include material which supports the need to reduce certificated employees due to ADA reduction. The District shall compile a list of employees leaving the District each year and provide the Association a copy by September 15.

5.3 Effects:

5.3.1 Should the Association request to bargain in the effects of the proposed layoff and/or program reductions, the District agrees to meet and negotiate with the Association on the effects of the employees’ working conditions and other terms and conditions of employment as defined by Government Code Section 3543.2.

5.3.2 The District and the Association agree that without negotiating pursuant to the terms and conditions of this Article, layoffs shall not exceed the number of certificated staff necessary to maintain the class size maximums as agreed to in the Articles on class size, including exceptions procedure.
5.4 **Adult Education**: These layoff procedures apply only to adult education employees who work 20 or more hours per week. Employees who work less than 20 hours per week may be released as temporary employees.

5.4.1 **Beginning of Service**: The beginning of service for an Adult Education class is defined as the enrollment of: 1) at least twenty (20) students for academic/vocational classes; or, 2) at least ten (10) students in classes for concurrently enrolled. Where requirements are prescribed by law, those requirements will prevail. Classes that do not meet the enrollment requirements during the first three scheduled days of classes may be canceled during that time period.

5.4.2 **After the fourth day of scheduled classes** no employee may be subject to layoff during the course of any quarter (nine-week period) excluding the summer school program, once said employee has begun his/her service for said quarter, period, or program, unless the average daily attendance of the class(es) taught falls below an average of fifteen (15) students for a period of two (2) weeks.

5.4.3 The District may operate classes with lower enrollment/attendance figures at its discretion.

5.4.4 If a class is eliminated in accordance with either 5.4.1 or 5.4.2, the employee affected shall displace the least senior employee in the area of the displaced employee’s credential(s).

5.5 This criteria shall be used for determining the order of termination of employees having the same seniority date.

5.5.1 The following criteria shall be applied as per Attachment 2:

5.5.1.1 Area of credential, certifications and mandated authorizations.

5.5.1.2 Flexibility for staffing because of multiple credentials
5.5.1.3 Major / minor field of study
5.5.1.4 Masters degree
5.5.1.5 Federal / State Statute compliance
5.5.1.6 Experience in subject area of position
5.5.1.7 Excellence of evaluation

5.5.2 Should the point total of two or more employees be tied, current extra-duty experience shall be considered.

5.6 **Re-Employment:**

5.6.1 Prior to re-employment of a laid-off employee, the District will:

5.6.1.1 Post the position for in-house transfer;

5.6.1.2 Only allow teachers currently teaching in the subject area of the posted vacancy to apply;

5.6.1.3 Fill the vacancy created by the transfer by the most senior laid-off employee with the proper credentials.

5.6.2 This criteria shall be used for determining the order of re-employment for employees having the same seniority date.

5.6.2.1 The following criteria shall be applied as per Attachment 2:

5.6.2.1.1 Area of credential, certificates and mandated authorizations.

5.6.2.1.2 Flexibility for staffing because of multiple credentials

5.6.2.1.3 Major / minor field of study

5.6.2.1.4 Masters degree

5.6.2.1.5 Federal / State Statute compliance

5.6.2.1.6 Experience in subject area of position requested

5.6.2.1.7 Excellence of evaluation

5.6.2.2 Should the point total of two or more employees be tied, willingness to
accept an extra-duty assignment shall be considered.

5.7 Employees who receive a final notice of termination shall be granted paid leave for employment interviews. This leave shall not be charged to the employee. The District may require written verification of interviews.

5.8 This Article shall be null and void to the extent subsequent Appellate Court or P.E.R.B. or legislative action provides that the effects of layoff is not within the scope of representation and/or modifies existing statutes on layoff to reduce District required action below present levels. Notwithstanding anything to the contrary in the above, the District shall not be prevented from complying with the statutory deadlines unless stopped from meeting said deadlines by an order from a court of competent jurisdiction.
ARTICLE VI - LEAVES

6.1 **Administrative Approved Leaves:**

6.1.1 **Sick Leave:**

6.1.1.1 **Days Earned:** An employee who is in paid status for 183 working days shall be entitled to a minimum of eleven (11) days sick leave per year. Employees who work beyond the 183 working days shall earn additional fractional credit based upon the following formula:

\[
\text{number of days worked} \times 11 \text{ or } (0.0608) \div 183
\]

6.1.1.2 **Days accumulated:** Sick leave is accumulated year-by-year and shall be transferred from district to district in accordance with E.C. 44978 and 44979. Employees shall not accrue sick leave while on sabbatical leave.

6.1.1.3 **Uses of Sick Leave:** Sick leave may be used as follows:

1. Illness or injury of the employee.
2. Dental or medical appointments of the employee.
3. As personal necessity, a maximum of one year's entitlement as defined in 6.1.1.1, due to any of the following reasons:
   1. Death of a member of the employee’s immediate family (defined in Section 6.1.2 of this Article and in addition to bereavement leave).
   2. Accident involving the person or property of the employee or a member of his/her immediate family.
   3. Appearance in court or before any administrative tribunal as a litigant, party, or witness.
4. A critical illness or injury to a member of the immediate family residing in the household.

5. Employees may use one-half of their yearly allotment of sick leave to care for an ill parent, child, spouse or registered domestic partner (Labor code Section 233).

6. With two (2) days prior notification to conduct personal business which cannot be transacted at any other time than during school hours. Emergency personal business shall not require the two (2) day notice.

   It is agreed that employees will make every effort to avoid scheduling personal business days adjacent to weekends or holidays.

(4) Parental Leave: An employee shall have the right to use sick leave for disability due to pregnancy, miscarriage, childbirth and/or recovery there from.

6.1.1.4 Verification required:

(1) For illness or injury, the signed statement of the employee will, in most cases, suffice. (Form ADM-4 may be used). In exceptional cases the Superintendent may require that a claim for sick leave be supported by a written statement from the attending physician or verified by a health practitioner selected by the District.

(2) For death of a member in the immediate family, the signed statement of the employee identifying the family relationship
of the deceased (ADM-4) will suffice except in the cases where the Superintendent may require official proof of death.

(3) In cases of accident involving the employee or his/her family, the manner of proof if requested by the Superintendent, shall be a letter from the employee citing the circumstances, substantiated in cases of personal injury, by a physician’s statement, or in case of property damage, verification of the accident by an official.

(4) In cases of appearance in court, the claim for leave will be supported by a copy of the court action.

6.1.1.5 Sick Leave Notification: The District shall notify each unit member, on their regular pay warrant, of his or her accrued sick leave.

6.1.1.6 Sick Leave Bank: The District will maintain a Sick Leave Bank pursuant to Education Code 44043.5 for use by employees who have exhausted all paid leave entitlement due to a serious long-term illness, injury or disabling pregnancy. The District shall credit the Sick Leave Bank with one (1) day of non-cumulative sick leave to a maximum of fifty (50) days for each day contributed by an employee. An individual employee may contribute up to five (5) days to the Sick Leave Bank. The Sick Leave Bank will contain a maximum of 100 days. Those employees contributing days shall complete and sign a form indicating the number of days they wish to contribute as a deduction from their accrued sick leave. Once contributed, days will remain in the Sick Leave Bank until the program is discontinued. All transfers are irrevocable. Any days returned to the donor upon discontinuance of the program will be prorated based on the number
of days awarded divided by the total donated days. A committee composed of two (2) employees from District management and two (2) employees from the Bargaining Unit will administer the program. Decisions of the committee shall be by a majority vote. The committee shall develop administrative regulations that conform to Education Code Section 44043.5 and shall include the following:

(1) Days awarded will be deducted equally from those contributed by employees and the District.
(2) An employee may receive an award only once in a lifetime.
(3) An award may not exceed one hundred (100) days.
(4) An award may not carry over to a second school year.
(5) In exceptional cases, the committee may provide a second award to an individual.

6.1.1.7 **Industrial Accident/Sick Leave:** An employee absent from his/her duties because of industrial accident/sickness shall be allowed leave not to exceed 60 working days in accordance with Education Code Section 44984. Industrial accident/sick leave of absence is to be used in lieu of entitlement acquired under Education Code 44964 & 44978. When entitlement to industrial accident/sick leave has been exhausted, entitlement to other sick leave will then be used. When all possible leave has been exhausted and the employee is not yet entitled to disability retirement, the District may grant additional leave upon written request.

6.1.1.8 **Prolonged Sickness and Accident Leave:** An employee absent from his/her duties for reasons of prolonged sickness or accident necessitating prolonged recuperation for a period of five (5) school
months or less from the date of the expiration of his/her accumulated sick leave shall receive his/her regular salary less the amount which would have been paid or was actually paid a substitute employed to fill his/her position during his/her absence. Request for prolonged sickness and accident leave should be submitted to the Assistant Superintendent of Human Resources for approval.

6.1.2 **Bereavement Leave**: In case of death in the immediate family, an employee shall be granted necessary leave of absence not to exceed three (3) days. Additional absence may be allowed for travel that exceeds 400 miles to the place of the funeral service not to exceed three (3) days. In addition, a death-imminent leave may be allowed not to exceed three (3) days. Full salary shall be allowed employees granted these leave provisions. “Members of the immediate family” means the mother, father, mother-in-law, father-in-law, step-parent, husband, wife, son, daughter, step-children, brother, sister, grandfather, grandmother, grandchild, daughter-in-law, or son-in-law of employee or spouse, or registered domestic partner, or any relative living in the immediate household of the employee (in accordance with E.C. 44985). Additional leave may also be available through use of personal necessity leave as stated in 6.1.1.3(3).

6.1.3 **Parental Leave**: Four (4) days of parental leave with pay will be granted for the delivery and care of a newborn child.

6.1.4 **Jury Duty or Witness Service**: Employees represented by the unit summoned as a juror, or subpoenaed to appear as a witness in cases other than those involving the employee as a litigant, shall be allowed full salary during their required absence from duty. In carrying out this provision, the District shall pay the employee his/her regular salary warrant at the usual pay period. Upon
receipt of a summons to appear for jury duty, the employee will present the notice to the Human Resources Office.

6.2 **Board Approved Leaves:**

6.2.1 **Sabbatical Leave:** The sabbatical leave is designed to provide certificated employees opportunity for growth in perspective and knowledge, through study or travel that will benefit the schools and pupils of the District. Applicant shall submit a planned program to the District Superintendent and the Board of Trustees that will be designed to increase his/her professional competence and worth to the District. The sabbatical leave is to be for one (1) full school year or for one (1) semester provided a replacement for the semester, convenient to the school District, may be arranged.

6.2.1.1 **Qualifications:** A certificated employee is eligible to apply who has served satisfactorily in the District for seven (7) consecutive years. The number of employees of the unit absent at one time shall not exceed one percent (1%) of the total certificated employees represented by the unit.

6.2.1.2 **Application:** All applications must be filed with the principal or immediate supervising administrator and forwarded to the Human Resources Division with his/her recommendation by February 15, if the leave is to begin with the following fall semester, or by August 30, if the leave is to begin the following spring semester. The Sabbatical Leave Committee shall consist of one (1) administrator appointed by the District Superintendent and two (2) representatives appointed by the District Superintendent from a list of nominees selected by the GTA Negotiating Panel. This committee shall immediately review all requests and submit its recommendation to the District
Superintendent. The District Superintendent’s recommendation for the granting of sabbatical leaves shall be made at the first regular April meeting of the Board for a sabbatical leave commencing fall semester and the second regular meeting of the Board in October for a sabbatical leave commencing spring semester, or in the case of those applicants who have been offered a financial grant for study, at a Board meeting early enough to allow the applicant to accept the offered grant should the employee be allowed the leave.

6.2.1.3 Evaluation Criteria: Priority shall be given the applications for sabbatical leave on the basis of (1) value of the applicant’s project to the District, (2) excellence or superiority of performance, as demonstrated by the employee’s rating sheets, and (3) length of service in the District by the employee.

6.2.1.4 Remuneration: During the Sabbatical Period, the certificated employee in the unit shall receive compensation in the amount of one-half (½) of the regular salary such employee would receive if he/she were continuing in regular service in the District. Prior to the end of the last semester before his/her leave commences, the employee shall notify the District whether he/she wishes to receive his/her salary warrants by mail or by picking them up. The salary warrants shall be available at the same time as those of the regularly employed certificated personnel of the District. If pay warrants are to be mailed, sufficient stamped self-addressed envelopes must be supplied to the Payroll Office to cover the leave.

6.2.1.5 Obligation: Within fifteen (15) calendar days of the Governing Board’s action approving an application for sabbatical leave, the employee will
fulfill all obligations of acceptance or will be deemed to have rejected the sabbatical leave. The employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of leave; or to restore to the District all salary payments received while on leave. At the expiration of the leave and after reinstatement as a regular employee of the District, the Board of Trustees may, if mutually agreeable, waive the two (2) year required post-leave service or any portion thereof providing the District is reimbursed for that portion of the sabbatical salary remaining unearned by post-leave service. In all matters not herein covered, Education Code Section 44965-44975 governing sabbatical leave shall become part of these rules and regulations.

6.2.1.6 Return from Leave: In making application for the sabbatical leave, each applicant shall state whether he/she wishes to return to his/her former school position or request a transfer to another assignment of increased responsibility. The Office of Human Resources will make every effort to honor those requests to return to the former school and position and shall consider requests for transfer or increased responsibility along with those transfer requests of all certificated employees. At the expiration of the leave, he/she will be reinstated and credited with one (1) year service for the purpose of salary increment and District retirement.

6.2.2 Military Leave:

6.2.2.1 Active Duty: Any probationary or permanent employee who is inducted, enlists, enters, or is otherwise ordered or called into active duty or is required to report for a physical examination as a member of
the armed forces of the United States shall be granted a military leave of absence by the Board of Trustees. A copy of the orders or notice will be made available to the Board at least four weeks prior to the starting date of the request for leave, except where the orders are received less than four (4) weeks prior to the starting date, in which case a copy of the orders or notice will be delivered to the Assistant Superintendent, Human Resources within twenty-four (24) hours of their receipt by the unit member.

6.2.2.2 Temporary Military Leave: Any employee who is in the reserve component of the armed forces of the United States or of the National Guard shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activities, providing that the period of ordered duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.

A copy of the orders or notice will be made available to the Board at least four weeks prior to the starting date of the request for leave, except where the orders are received less than four (4) weeks prior to the starting date, in which case a copy of the orders or notice will be delivered to the Assistant Superintendent, Human Resources within twenty-four (24) hours of their receipt by the unit member.

6.2.2.3 Returning from temporary military leave: Upon returning from temporary military service to District service, an employee shall be entitled to all the rights and privileges in connection with or arising out of the office or employment which he/she would have enjoyed if
he/she had not been absent there from, provided, however, he/she has been in the service of the District for a period of not less than one (1) year. Such employee shall be entitled to sick leave and other rights for the period during which he/she was on duty, and shall be entitled to receive his/her salary less the amount received from the military for the first thirty (30) calendar days of such temporary military leave only.

6.2.2.4 Credit on salary schedule: Any employee drafted or recalled by the military while currently employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching.

6.2.2.5 Eligibility for 1/10 annual salary: Any employee who is called into active military duty or who is on a temporary military leave of absence and who has been in the service of the school District for a period of not less than one (1) year immediately prior to the date on which the absence begins shall be entitled to receive one-tenth (1/10) of the annual salary established for such position less the amount received from the military. The school District shall pay him/her this amount immediately upon receipt of verified information, which indicates that the employee is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for any one military leave of absence during any one (1) fiscal year.

6.2.3 Leave of Absence for Reasons of Compelling Personal Importance: An employee may request a leave of absence in cases of compelling personal importance when all other available leaves have been exhausted. Any such leave may be granted by the Board of Trustees and may be granted with or without pay. Request for leave for compelling personal importance shall be
submitted at least four weeks prior to the requested starting date.

6.2.4 Leave for Seeking or Holding Public Office: Leaves of absence without pay may be granted by the Board to probationary and permanent employees in the unit for the purpose of the applicant's being a candidate for political office or holding political office. Request for leave for seeking or holding public office shall be submitted at least four weeks prior to the requested starting date.

6.2.5 Overseas Teaching: Upon the recommendation of the District Superintendent, a leave may be granted of not more than two (2) school years for overseas teaching. Extension of this leave may be granted by the Board upon request. The number of persons on overseas assignment shall be limited each year to not more than one percent (1%) of the total District certificated staff. A leave of absence for overseas teaching may be granted to employees who have taught at least one (1) year as a permanent employee of the District. An employee in the unit returning to the District after such a leave will be granted salary step increments for the time spent in an overseas teaching assignment in accordance with the salary schedule allowance for out-of-District experience. Request for overseas teaching must be submitted by April 1 of the school year preceding the requested leave.

6.2.6 Personal Leave - Long Term:

6.2.6.1 Eligibility: A permanent employee in the unit may be granted a leave of absence without compensation for personal reason, including, but not limited to:

(1) Parenthood

(2) Accepting a part-time position with the District for a period of one year provided it does not in any way injure the program of the school. Long-term personal leave may be granted to
probationary employees represented by the unit for reasons of parenthood only. Request for long-term personal leave should be submitted at least four weeks prior to the starting date of the requested leave.

6.2.6.2 **Salary:** No financial burden will be placed upon the District for long-term personal leaves. Scheduled increments, adjustments in salary, tenure or retirement credit are not allowed for such leaves, except when the leave is to work part-time for the District.

6.2.6.3 **Return to Work:** The conditions under which an employee may return from a leave for personal business shall be determined by the Board of Trustees upon the recommendation of the District Superintendent at the time of approval or request for leave.

6.2.6.4 **Accepting Other Employment:** No employee, while on leave of absence for personal reasons, should accept regular employment in another school. As a condition of such leave the employee agrees that acceptance of employment in another school district, without Board approval shall be deemed a resignation of employment from the District.

6.2.7 **Scholarships and Fellowships:** A leave may be granted to any permanent certificated employee represented by the unit for the purpose of accepting a fellowship or scholarship. An employee returning to the District after such leave will be granted a maximum of one (1) salary step increment. Request for scholarship and fellowship leave should be submitted by April 1 prior to the year of requested leave.

6.2.8 **Benefits of Leave:** An employee who is granted a Board approved leave for one (1) year will be returned to his/her previous position, if there is no change
in the position. If the employee does not elect to return after one year, the assignment will be considered open and the position will be filled in accordance with the terms of this agreement. This does not preclude an employee from requesting a leave extension. Any employee assigned to the position vacated by a person on a Board approved leave accepts that position as temporary in that specific assignment.

6.2.9 **Association Leave**: The Association President shall be released one period daily to conduct the affairs of the Association upon payment by the Association of twenty percent (20%) of the President’s salary to the District in two equal installments, the first due in January and the second in June. The Association Leave period shall be the last period of the day and shall be preceded by the preparation period.
ARTICLE VII - CLASS SIZE

7.1 Beginning July 1, 2007, through the end of this Agreement, the District will assign sufficient teaching periods to each school so as not to exceed the maximum assigned to each teacher in a five (5) period teaching assignment as follows:

<table>
<thead>
<tr>
<th>Maximum number of students assigned</th>
<th>Maximum Total Assigned</th>
<th>Maximum Class</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7.1.1.1 All Regular &amp; College Prep.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Classes</td>
<td>160</td>
<td>32</td>
</tr>
<tr>
<td>(Lecture/recitations type)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Alternative Education Classes</td>
<td>150</td>
<td>30</td>
</tr>
<tr>
<td>Art, Arts &amp; Crafts</td>
<td>150</td>
<td>30</td>
</tr>
<tr>
<td>Business</td>
<td>150</td>
<td>30</td>
</tr>
<tr>
<td>Home Economics</td>
<td>120</td>
<td>24</td>
</tr>
<tr>
<td>Industrial Education</td>
<td>120</td>
<td>24</td>
</tr>
<tr>
<td>Lab-type Science</td>
<td>140</td>
<td>28</td>
</tr>
<tr>
<td>Physical Education</td>
<td>200</td>
<td>40</td>
</tr>
<tr>
<td>English as a Second Language (E.S.L.):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newcomer/Beginning</td>
<td>100</td>
<td>20</td>
</tr>
<tr>
<td>Intermediate/Advanced ESL</td>
<td>125</td>
<td>25</td>
</tr>
<tr>
<td><strong>7.1.1.2 Maximum Class Size (“Hard Cap”):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th and 8th Grade Math and Reading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intensive Intervention Classes</td>
<td>145</td>
<td>29</td>
</tr>
</tbody>
</table>

7.1.1.2.1 Individual class sizes may only exceed the maximum number of students assigned (per class)
by two, as long as the maximum assigned as stated in 7.1.1.1 is not violated. For example: In a regular academic class a teacher may have a class of 34 as long as the maximum assigned (160) is not exceeded.

7.1.1.3 Effective January 1, 2008: In exceptional cases with the consultation of the teacher, Site Administrator, and a GTA Representative, a class size waiver may occur. The class size waiver may not exceed four (4) students over the maximum total assigned. No Junior High School site may exceed (24) twenty-four students over the maximum total assigned and no High School site may exceed forty (40) students over the maximum total assigned. In such case a teacher will receive a class size overage of $50 per student, per semester. The class size overage calculations will occur on October 1 and March 1 with payment to occur by December 10 and May 10. For calculating the class size waiver, the teacher will receive the higher amount between a maximum class overage, or the maximum total assigned overage.

7.1.2 Maximum Case Load for Special Education:

- Resource Specialist: 28
- SDC/Learning Handicapped: 18
- SDC/Educationally Retarded: 15
- SDC/Severely Handicapped: 15
- Orthopaedically Handicapped: 10 Severe +5 DIS
7.2 All classes shall be balanced within thirty five (35) work days from the start of the school year.

7.3 Grievances alleging violations of this subsection shall be processed as follows: initial steps of the grievance process shall be waived, and the grievance will be immediately submitted to binding arbitration. The arbitration hearing will be held within fifteen (15) work days of the receipt by the District of the written grievance. The arbitrator shall render his/her award within seven (7) work days of the arbitration hearing.

7.4 By October 1, the Deputy Superintendent of Educational Services shall provide the GTA President with a complete list of individual class sizes.
ARTICLE VIII – POSTING, TRANSFERS, REASSIGNMENT, AND RESIGNATION

8.1 **Definitions:**

8.1.1 A transfer is the movement of an employee from one work site to another work site.

8.1.2 A reassignment is the movement of an employee from one subject area or department to another subject area or department at the same work site.

8.1.3 A vacancy is any vacated, promotional, or newly created position (within the Unit).

8.2 **Posting:**

8.2.1 Beginning April 15 (Education Code 35036) the District shall post all known vacancies for the following school year. Postings shall be on the District Internet web site and shall include the following:

1. A closing date that is at least five (5) work days following the posting date.

2. Qualifications necessary to meet the requirements of the position. No assignment to fill the vacancy or newly created position shall be made until the closing date. Job descriptions for posted positions will be available in the Employee Relations Division.

8.2.2 During the summer recess or period of leave, bargaining unit members desiring written notification of openings shall provide a legal-sized self-addressed envelope to the Employee Relations Department for each week of recess or leave during which the member desires notification.

8.2.3 Employees who apply for vacancies may request a written confirmation of the receipt of his/her application as soon as practical.

8.2.4 Administrators are required to interview a minimum of three (3) appropriately credentialed candidates who file a written application with the Employee
Relations Department for a specific vacancy. If less than three (3) applicants apply for a specific vacancy, all candidates submitting an application will be interviewed. The applicant who, in the judgment of the site/program administrator and department chair, best meets the needs of the school / site where the vacancy exists shall be given the assignment. In determining the three (3) appropriately credentialed candidates to interview, the Attachment 2 point system will be used.

8.2.4.1 The following criteria shall be applied as per Attachment 2:

(1) Area of credential
(2) Flexibility for staffing because of multiple credentials
(3) Major / minor fields of study
(4) Masters degree
(5) Federal / State Statute compliance
(6) Experience in subject area of position
(7) Excellence of evaluation

8.2.4.2 Should the point total of two or more employees be tied, seniority prevails.

8.2.5 Alternative Education: Assignments to Alternative Education including Home and Hospital, shall be voluntary. Vacant positions shall be filled by recommendation of an interview panel. The panel shall be composed of one District administrator, one Alternative Education administrator and one GTA representative from the Alternative Education program. The GTA representative shall be appointed by the GTA President.

8.2.6 Upon filling the position, employees who applied for the position, upon request, will be informed of the person selected.
8.2.7 The District shall, upon request of the employee, deliver in writing the reasons for the employee not receiving the position.

8.28 Employees returning from leave shall be afforded all rights provided under this Section.

8.3 **Reassignment:**

8.3.1 **Involuntary Reassignment:**

8.3.1.1 Involuntary reassignments shall only be made for the following reasons:

(1) A decrease in the number of students, which requires a decrease in the number of employees.

(2) Increase in the number of employees that requires a redistribution of the workload.

(3) Reassignments necessary due to layoff.

8.3.1.2 The employee shall be informed by the Administrator initiating the reassignment in person. The Administrator will strive to notify the bargaining unit member by May 1. Following the meeting the employee will be provided a written notice including the reason(s) for the reassignment.

8.3.1.3 In the event the employee objects to the reassignment and upon the request of the employee, the Assistant Superintendent of Employee Relations shall meet with him/her. The employee may, at his/her option, have the Association representative present at such meeting.

8.3.1.4 No involuntary reassignment shall be made if a qualified employee volunteers to fill the vacancy.
8.3.1.5 The site principal shall provide notice of a vacancy and ask for volunteers within the affected department prior to any involuntary reassignment.

8.3.2 Voluntary Reassignment:

8.3.2.1 An employee may submit a written request for reassignment to the site principal as vacancies occur.

8.3.2.2 All qualified site employees who apply for vacancies shall be considered prior to the position being posted for transfer.

8.4 Transfer:

8.4.1 Involuntary Transfer:

8.4.1.1 An involuntary transfer may occur if a decrease in the number of students, the elimination of programs, transfer necessary due to layoff, and/or a decrease in funding occurs. The District shall seek volunteers prior to making any involuntary transfer.

8.4.1.2 Written notice including the reason(s) for an involuntary transfer shall be given to the employee by the Assistant Superintendent of Employee Relations. The Assistant Superintendent of Employee Relations will strive to notify the bargaining unit member by May 1 of the involuntary transfer. If the employee objects, the employee may request a meeting with the Assistant Superintendent of Employee Relations. The employee may, at his/her option, have an Association representative present at the meeting.

8.4.1.3 If an involuntary transfer becomes necessary, the transfer shall be made on the following criteria, based on Attachment 2.

(1) Area of credential, certifications and mandated authorizations;

(2) Flexibility for staffing because of multiple credentials;
(3) Major / minor field of study
(4) Masters degree;
(5) Federal / State statute compliance
(6) Experience in subject area of position; and,
(7) Excellence of evaluation.

8.4.1.4 All criteria in Section 8.4.1.3 being equal, the employee with the least seniority will be involuntarily transferred.

8.4.1.5 Any employee involuntarily transferred following the start of the school year may be permitted one (1) to three (3) days of preparation time, provided the employee submits a plan to the site administrator for how the time would be used. The amount granted will depend upon the difficulty of preparation for the new assignment.

8.4.2 Voluntary Transfer:

8.4.2.1 An employee may submit a written request for transfer at any time. However, it is the employee’s responsibility to monitor all postings.

8.4.2.2 An employee may transfer by applying for a posted vacant position.

8.4.2.3 The employee request for transfer shall be kept confidential, until the date all requests for transfer are reviewed.

8.4.2.4 A transfer request shall not be denied arbitrarily or capriciously. However, teachers on a work plan or with two consecutive unsatisfactory evaluations will not be allowed to voluntarily transfer until their evaluation is brought up to a satisfactory level or the goals of the work plan have been satisfied.

8.4.2.5 Notwithstanding any other provision of this agreement, for voluntary transfer requests addressed to the District for vacancies after April 15 of the school year preceding the transfer, the District is free to
consider and select outside applicants who have applied for vacancies and will be reviewed on the same basis as applicants then currently employed by the District (Ed Code: 35036)

8.4.2.6 Notwithstanding any other provision of this agreement, a teacher who requests a voluntary transfer to a school shall not be transferred to that school if the principal of the school refuses to accept the transfer.

8.4.3 Administrative Transfer:

8.4.3.1. Unit members may be subject to administrative transfer, as follows:

Unit members shall not be given an administrative transfer unless the Assistant Superintendent of Employee Relations has determined, based on identified evidence and information, that a transfer is necessary to advance the overall interests of the educational program of the District, for example, where the teacher has received two consecutive unsatisfactory evaluations in the past. (For purposes of the subsection, a Unit member may not be evaluated more than one time in any one school year.) Any such administrative transfer will be subject to the following limitations:

8.4.3.1.1 A Unit member shall not be subject to transfer under this subsection, which would violate any article of this Agreement. Nor shall any such transfer be made for arbitrary or capricious reasons.

8.4.3.1.2. A Unit member shall not be subject to transfer under this subsection in retaliation for engaging in any protected concerted activity.

8.4.3.1.3. Transfer under this subsection shall be effective at the start of a school year. Notification of transfer under this
subsection shall take place between February 15 and May 15 of the prior school year.

8.4.3.1.4. An administrative transfer made under this subsection shall not preclude the Unit member from applying for a voluntary transfer to an open position in the school year following the administrative transfer and thereafter.

8.4.3.1.5. A Unit member shall be entitled, upon request, to a written statement of reasons for being subject to transfer under this subsection. A Unit member shall have the opportunity to appeal to the Superintendent a transfer decision made under this subsection.

8.4.3.1.6. The District may only transfer up to one Unit member under this subsection in the 2003-2004 school years and in each school year thereafter.

8.4.3.1.7. Grievances alleging violations of this subsection shall be processed as follows: initial steps of the grievance process shall be waived, and the grievance will be immediately submitted to binding arbitration. The arbitration hearing will be held within twenty (20) work days of the receipt by the District of the written grievance. The arbitrator shall render his/her award within seven (7) work days of the arbitration hearing.

8.5 **School Closure/Opening:**

8.5.1 If a particular school is to be closed, then an employee at that school shall be accorded priority for filling any new or vacant positions at the school or schools
at which the students at the closing school are being placed for the coming school year.

8.5.2 The employee from the closed school shall be given priority consideration for filling vacancies for which they have an appropriate credential.

8.5.3 When a new school is opened, all proposed vacancies to be filled shall be posted in house the first week of April for five (5) work days. Not more than 10% of any one district school teaching staff may transfer to the new campus. Attachment 2 as listed in 8.2.4.1 will be used to determine the interview process for all applicants.

8.6 Annual Notification:

8.6.1 Notification of Assignment: Employees shall be notified in writing by June 1, of their specific assignment and, to the extent possible, major extra duty assignments for the coming school year. Should a scheduling or staffing change occur during summer that necessitates a change in an employee’s announced assignment, he/she shall be notified in writing. Such notice shall explain the nature of special needs of pupils assigned the Unit member.

8.7 GTA Notice: The GTA shall be provided by September 30th a list of all changes involving employees represented by the Unit. This list shall show each site’s changes for the current school year as compared with the previous school year.

8.8 Intra-district Exchange: Employees shall be eligible for voluntary participation in an intra-district exchange program. Such exchange shall require approval by both principals involved and the superintendent or his/her designee. The exchange shall be for one (1) school year. Employees shall return to their previous assignment at the conclusion of the period. Should staffing pattern changes occur which prohibit the return of the employee to his/her previous site; the employee will be reassigned/transferred in accordance with this article.
8.9 **Resignation**: An employee’s written notification to the Board of Trustees or an administrator of the District that he/she intends to resign shall become effective with the acceptance of the resignation by the Superintendent.
ARTICLE IX - DEPARTMENT HEAD/PEER INSTRUCTIONAL ASSISTANCE

9.1 **Department Head:**

9.1.1 **Department Head Selection:**

9.1.1.1 Principals will provide written notification to members of a department by March 15th if the department head position will be open the following school year.

9.1.1.2 Members of a department shall submit at least two names to the principal by April 1st. The principal will select a department head from the names submitted provided the person selected meets the criteria listed in 9.1.1.7

9.1.1.3 Selection shall occur in the spring prior to the close of school. Department head duties shall begin in the fall of the following school year.

9.1.1.4 A single term shall be for a period of two years. A person can reapply and serve additional terms.

9.1.1.5 Termination of the department head may occur by:

(1) Recommendation of the principal at the end of the first year that the person be non-reelected, or

(2) Resignation, or

(3) Majority of the department members recommendation of non-reelection, or

(4) Transfer/reassignment of department head.

9.1.1.6 A vacancy occurring in a department head position due to termination, resignation, transfer or non-reelection shall be filled in accordance with 9.1.1.2 and shall continue to the end of the original two year term.
9.1.1.7 The department head must:

(1) Be a full-time employee.

(2) Teach a minimum of three periods within the department.

(3) Have a major, minor, or a vocational credential, in at least one of the subject areas in the department.

9.1.1.8 Criteria for selection of department head shall include but not be limited to the following:

(1) At least satisfactory performance as a classroom teacher based on past and present evaluations.

(2) Leadership qualities.

(3) Knowledge of curriculum (textbooks/materials/equipment).

(4) Organizational skills (budget; conduct meetings; maintain inventory, records and reports.

9.1.2 The composition of departments at each site shall be recommended to the principal by the site council. If the principal does not accept the recommendation, he/she will provide a written explanation upon request.

Departments may include: Counselor, English, Math, Science, Social Science, Music, Art, Foreign Language, Physical Education, Industrial Education, Business Education, Home Economics, Special Education, ELL.

9.1.2.1 Departments may be combined at a site upon the recommendation of the site council. If the principal does not accept the recommendation, he/she will provide a written explanation upon request.

9.1.2.2 The site council may recommend to the principal that non-designated subject areas constitute a new, separate department, or may recommend to the principal a combination of non-designated subject areas with another department. If the principal does not accept the
recommendation, he/she will provide a written explanation upon request.
ARTICLE X - EVALUATION

10.1 **Philosophy:** The primary purpose of evaluation is to improve instruction and/or performance, to recognize and document exemplary performance, and to document performance that may lead to dismissal or termination of employment.

10.2 **Definitions:**

10.2.1 **Evaluator:** Principal, vice principal or administrative designee of the Superintendent (a member of the management team who possesses an administrative credential).

10.2.2 **Employee:** Certificated non-management employee represented by the Bargaining Unit.

10.2.3 **Teacher:** Certificated non-management employee with classroom responsibility represented by the Bargaining Unit.

10.2.4 **Supervision:** The process of observing the employee and using information from such observation to assist in the improvement of performance.

10.2.5 **Evaluation:** An assessment of employee competence as defined and prescribed by criteria within this program.

10.2.6 **Observation:** A supervisory activity for the purpose of improvement of instruction and/or performance.

10.2.7 **Classroom Observations:**

10.2.7.1 **Announced Observation:** A scheduled observation of at least thirty (30) minutes duration. The observation will be recorded on the designated form (Attachment 3). Pre and post conference meetings shall be conducted.

10.2.7.2 **Unannounced Observation:** An observation of at least twenty minutes duration that is not announced or scheduled will be recorded on the
designated form (Attachment 4) and is followed by a post conference. This observation shall not be the first observation.

10.2.7.3 Classroom Visitation: A classroom visit is an observation of less than thirty (30) minutes duration. Any notes taken during a classroom visit shall be used only for instructional improvement and shared with the teacher. Upon request, teachers shall receive copies of all notes taken.

10.2.7.4 Pre-Conference: A meeting of the teacher and evaluator for the purpose of scheduling an announced observation and discussing lesson objectives and activities and any other pertinent information.

10.2.7.5 Post-Conference: A meeting of the teacher and the evaluator for the purpose of discussing and analyzing the lesson, providing suggestions for improvement in the areas of need, and using the information from the designated forms.

10.2.8 Unsatisfactory Evaluation: For the evaluation form in effect on July 1, 2001 and thereafter, an evaluation shall be deemed unsatisfactory when an employee receives an unsatisfactory in three (3) of six (6) CSTP standards identified in Section 10.5.1 through 10.5.6. To receive an unsatisfactory rating in one of the six CSTP standards identified above in section 10.5.1 through 10.5.6, the teacher must have been observed performing at an unsatisfactory level in fifty percent (50%) or more of the sub-standards used. The administrator shall indicate which sub-standards have been used in the evaluation and provide written explanation of an unsatisfactory rating.
10.3 **Steps in the Supervision and Evaluation Program:**

10.3.1 **Supervision:** All employees shall be observed by evaluators who have had training in instructional supervision and been certified by the District Office of Instruction as competent to engage in such evaluation. For probationary and temporary employees, at least one of these observations shall be completed by the principal.

10.3.2 **Classroom Observations:**

10.3.2.1 A pre-conference shall be scheduled and held prior to an announced classroom observation.

10.3.2.2 An announced observation shall be made. For announced observations of permanent teachers and for the first semester announced observation of probationary and temporary teachers, the evaluating administrator and the teacher shall confer in an attempt to agree on a date and class period for the announced observation. If no agreement can be reached, the teacher may indicate the particular period of the day to be observed, and the evaluating administrator will identify the date for the announced observation. For the second semester announced observation of probationary and temporary teachers, the evaluating administrator will identify the date and the period for the announced observation.

10.3.2.3 Observer shall prepare for the post observation conference by completing the appropriate forms (See Attachment 3) based on the anecdotal notes made during the observation.

10.3.2.4 A post-observation conference shall be held within ten (10) work days of the observation.
10.3.2.5 A written plan of improvement shall be included with the observation form when the evaluating administrator indicates performance problems in any of the criteria listed in Section 10.5.

10.3.2.6 Copies of the observation shall be distributed as follows: Original to the teacher at the conclusion of the post conference and duplicate to the site administrator.

10.3.3 Evaluation:

10.3.3.1 Information from all observations of employees during the school year shall be a part of the basis for the evaluation.

10.3.3.2 An evaluation conference shall always be held between the administrator and the employee to discuss the evaluation, unless the employee is on leave of absence or otherwise unavailable.

10.3.3.3 All evaluations shall be based upon current year observations and shall not reference any prior year observations or evaluations, unless the prior evaluation of the teacher was unsatisfactory.

10.3.3.4 A tenured teacher with a satisfactory evaluation shall be evaluated on four (4) of the eight (8) standards identified below in Section 10.5. The teacher shall select two (2) from the six CSTP standards identified in 10.5.1 through 10.5.6, and the evaluating administrator shall select two (2) from the eight standards identified in 10.5.1 through 10.5.8.

10.4 Timeliness:

10.4.1 Probationary and temporary employees shall have an announced observation at least once each semester.

10.4.2 Permanent employees shall have an announced observation during the evaluation year as defined in 10.4.5.
10.4.3 Each announced observation shall be of at least thirty minutes duration. Prior to May 1st, all observations shall be completed and recorded on a designated form, copies of which shall be submitted to the teacher.

10.4.4 Probationary and temporary employees shall be evaluated once each year and the goal of the District shall be to complete the evaluations by March 15th.

10.4.5 A permanent employee with a satisfactory evaluation shall be evaluated as follows:

10.4.5.1 Permanent employees with less than ten (10) years in the district may be evaluated once every three (3) years.

10.4.5.2 Permanent employees with more than ten (10) years in the district may be evaluated once every five (5) years.

10.4.6 A tenured employee who receives an unsatisfactory evaluation shall be evaluated at least once every other year on all eight (8) standards identified below in section 10.5. An employee shall not be evaluated more than once in a school year.

10.4.7 Evaluations for permanent employees shall be completed at least fifteen (15) work days prior to the last scheduled day of school.

10.4.8 If an employee receives suggestions for improvement during a post-conference, it is the responsibility of the employee to demonstrate improvement within twenty (20) working days either by following the administrative recommendations or by availing him/herself of other resources. The employee is entitled to an administrative review to the degree to which he/she has improved prior to an evaluation. In the event a tenured teacher receives suggestions for improvement during a post conference, the teacher may request a second announced observation, to be conducted by an administrator.
other than the initial observing administrator. The different administrator will be selected by the Assistant Superintendent, Human Resources. Such second observations need not necessarily be completed within the time frame identified in Section 10.4.3, above. Both observations shall be used to complete the employee’s final evaluation.

10.5 Criteria for the Observation and Evaluation of Employees:

Teachers will be evaluated based on the following eight (8) standards, the first six (6) of which are taken from the California Standards for the Teaching Profession (CSTP).

10.5 CSTP Standard 1 — Engaging And Supporting All Students Learning.

10.5.1.1 Connecting student’s prior knowledge, life experience, and interest with learning goals.

10.5.1.2 Using a variety of instructional strategies and resources to respond to students’ diverse needs.

10.5.1.3 Facilitating learning experiences that promote autonomy, interactions, and choice.

10.5.1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.

10.5.1.5 Promoting self-directed, reflective learning for all students.

10.5.2 CSTP Standard 2 — Creating And Maintaining Effective Environments For Student Learning.

10.5.2.1 Creating a physical environment that engages all students.

10.5.2.2 Establishing a climate that promotes fairness and respect.

10.5.2.3 Promoting social development and group responsibility.

10.5.2.4 Establishing and maintaining standards for student behavior.

10.5.2.5 Planning and implementing classroom procedures and routines that support student learning.
10.5.2.6 Using instructional time effectively.

10.5.3 CSTP Standard 3 — Understanding And Organizing Subject Matter For Student Learning.

10.5.2.1 Demonstrating knowledge of subject matter content and student development.

10.5.2.2 Organizing curriculum to support student understanding of subject matter.

10.5.2.3 Interrelating ideas and information within and across subject matter areas.

10.5.2.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.

10.5.2.5 Using materials, resources and technologies to make subject matter accessible to students.

10.5.4 CSTP Standard 4 — Planning Instruction And Designing Learning Experiences For All Students.

10.5.4.1 Drawing on and valuing students’ backgrounds, interests, and developmental learning needs.

10.5.4.2 Establishing and articulating goals for student learning.

10.5.4.3 Developing and sequencing instructional activities and materials for student learning.

10.5.4.4 Designing short-term and long-term plans to foster student learning.

10.5.4.5 Modifying instructional plans to adjust for students needs.

10.5.5 CSTP Standard 5 — Assessing Student Learning.

10.5.5.1 Establishing and communicating learning goals for all students.

10.5.5.2 Collecting and using multiple sources of information to assess student learning.
10.5.5.3 Involving and guiding all students in assessing their own learning.

10.5.5.4 Using the results of assessments to guide instruction.

10.5.5.5 Communicating with students, families, and other audiences about student progress.

10.5.6 CSTP Standard 6 — Developing As A Professional Educator.

10.5.6.1 Reflecting on teaching practice and planning professional development.

10.5.6.2 Establishing professional goals and pursuing opportunities to grow professionally.

10.5.6.3 Working with communities to improve professional practice.

10.5.6.4 Working with families to improve professional practice.

10.5.6.5 Working with colleagues to improve professional practice.

10.5.6.6 Balancing professional responsibilities and maintaining motivation.

10.5.7 Interpersonal Relations and Communications.

10.5.7.1 Relates in a professional manner with students, faculty, staff, parents, and community.

10.5.7.2 Contributes to the total school program; listens attentively and expresses ideas effectively in oral and written communication.

10.5.8 Compliance with Policies and Procedures.

10.5.8.1 Complies with District and school polices and procedures.

10.5.8.2 Performs duties in a responsible manner; maintains a pattern of good attendance and punctuality.

10.5.8.3 Maintains accurate records.

10.5.8.4 Meets deadlines.

10.5.8.5 Attends required meetings.
ARTICLE XI - DISCIPLINE

11.1 The Grant Joint Union High School District retains the sole right to discipline employees for just cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

11.2 In imposing discipline on a current charge, the District will not take into account any prior infraction that occurred more than four years previously.

11.3 Complaints that the District has violated this Article may be taken up through the Grievance Procedure provided in this Agreement.

11.4 It is understood by the District and the Association that this Article is specifically written to allow for unpaid suspensions of up to fifteen (15) days, according to the authorization of Government Code Section 3543.2(b) for discipline of certificated employees short of dismissal.

11.5 Except as disciplinary actions may be introduced in support of actions taken under Education Code Section 44932, this Article shall not be construed as modifying those provisions on dismissal for cause.
ARTICLE XII - PERSONNEL FILES

12.1 Each employee’s personal file may include, but not be limited to, the following items of information:

12.1.1 Copies of annual contracts
12.1.2 Teacher certificate
12.1.3 All teacher evaluation reports
12.1.4 Tenure Recommendation
12.1.5 A transcript of academic records

12.2 Records to be used against an employee in a disciplinary action or a dismissal action shall be entered into the personnel file and be subject to the expressed conditions of this Article.

12.3 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved, as per Education Code Section 44031.

12.4 Such material is not to include ratings, reports and records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

12.5 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

12.6 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, the employee’s own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
12.7 Material arising from a complaint must be substantiated to be entered into an employee's file.
ARTICLE XIII - EMPLOYEE SAFETY

Safety of employment is of primary concern to the employees in the Unit and the employer. To promote conditions of maximum safety, the employer and the employees of the Unit shall adhere to the following:

13.1 The employer shall recognize the employees’ right to a safe work environment through plan and equipment maintenance and improvement.

13.2 Except in emergencies, when an employee deems that an unsafe condition exists in the physical facilities, an employee shall notify:

13.2.1 His/her immediate building principal or director, in writing.

13.2.2 The building principal or program director will make an inspection to determine if the condition can be corrected by local site personnel. The said local inspection shall take place within two (2) school working days.

13.2.3 If, in the opinion of the building principal or program director, a correction of the reported condition cannot be made by local site personnel, the district safety coordinator shall be notified in writing and inspect the condition within five (5) school working days, and make a written recommendation to the District Superintendent or his/her designee.

13.2.4 The Superintendent or his/her designee shall respond in writing within ten (10) days to the employee’s complaint.

13.2.5 The District shall comply with all federal and state laws applicable to California high school districts regarding safety, handling, storage and disposal of hazardous material, including asbestos.

13.3 The Grant District Facilities Planning Department will conduct an ongoing study of the facilities of the Grant District seeking to provide appropriate housing for itinerant speech therapists, psychologists, and nurses at every school site.

13.3.1 The District will provide the space determined to be necessary to adequately
provide services to the students. In the event of a roving teacher, the teacher may meet with the site management to discuss options. If desired, a union representative and the department chair may participate in this meeting.

13.4 The District has confidence in the professional ethics and competence of its certificated employees. The District is committed to supporting employees to the maximum extent possible while discharging its duty to investigate complaints or charges, and protect the legitimate interests of all parties involved.

13.4.1 Employees may exercise reasonable force in stopping and controlling a disruptive situation that could result in harm to the employee or to those for whom he/she is legally and ethically responsible. The employer shall maintain a policy of liability insurance covering the District and employees acting within the scope of their employment.

13.4.2 Employees shall report to their principal or immediate supervisor incidents of threat or actual physical assault or verbal assault suffered by them in connection with their employment.

13.4.3 The local school administrator/immediate supervisor shall report to the proper police authorities incidents of physical assault on employees by students or non-students.

13.4.4 The District will provide the employee protection and services that are necessary to the performance of duties as related in Board Policy 4158.

13.4.4.1 An employee may use reasonable force necessary to protect himself/herself from attack (BP 4158).

13.4.4.2 In accordance with Government Code Section 995 et seq., the District shall provide legal counsel for a certificated employee in any civil action or proceeding brought against the employee on account
of an act or omission in the scope of his or her employment as a certificated employee of the District.

13.5 The District shall inform teachers about students as required in Education Code 49079.

Education Code Section 49079 specifies that: (a) a school district shall inform a teacher of pupils who have engaged in, or are reasonably suspected to have engaged in, any act for which the student may be suspended or expelled. Separate lists of students shall be developed for each school site operated by the District, with students identified in alphabetical order.

13.5.1 All principals shall notify staff in writing, as soon as possible, of any student with a known history of violence who will be enrolled in his/her class. If the history is not known at the time of enrollment, it shall be provided as soon as it is learned.

13.5.2 A “history of violence” shall include any pupil who has been determined to have caused serious physical injury to another person; unlawfully possessed, sold or furnished any firearm, knife, explosive, or other dangerous object; committed or attempted to commit robbery or extortion; committed or attempted to commit assault or battery upon a school employee; or committed or attempted to commit a sexual assault or battery as defined in the Education Code.

13.5.3 The District and the Association shall continue to meet and negotiate regarding procedures for notifying teachers when a student with a history of violence is enrolled in a teacher’s class.

13.6 Teachers shall be involved in the process for developing and establishing a site procedure to notify staff of any imminent danger.

13.7 On or before September 30, 2000, each classroom shall have a working telephone.
13.8 District and Association representatives shall meet immediately upon ratification by the Governing Board of this Agreement to develop an Administrative Regulation to address the topic of classroom visitation by non-District personnel.

13.9.1 Students who bring weapons onto campus shall be subject to discipline as provided in federal and California law (including Education Code Section 48900 and following).
ARTICLE XIV – SALARIES

14.1 **Schedule/Classification**: The salary schedule and salary classification requirement of all employees are set forth in Article XIV.

14.2 **Definitions**:

14.2.1 As used herein, the term “mid-point” of a school year is used to take into consideration that Unit members have different starting and ending days for their work years – all increases agreed to herein at the “mid-point” of a school year will represent fifty percent (50%) of the work year for the Unit member. As such, and by way of example, a Unit member who starts their work year in August will reach the “mid-point” of their work year earlier than will a Unit member who starts their work year in September.

14.3 **Salary Warrants**: Salary warrants shall be issued and payroll deductions forwarded in accordance with pertinent Government Code Sections and Education Code Sections.

14.3.1 Each contracted employee shall choose one (1) of the following methods of payment:

14.3.1.1 Twelve (12) installments, payable on the last working day of each month (including December).

14.3.1.2 Ten (10) installments, payable on the last working day of each month (including December).

14.3.1.3 If the District makes an error on a salary warrant resulting in an underpayment, a second warrant to correct the deficiency will be issued within five (5) working days.

14.3.2 Adult education non-management certificated personnel who work twenty (20) hours or more per week, but less than 30 hours per week, shall be paid on the hourly salary schedule for the actual number of hours worked per year, pro-rated annually and issued monthly in ten (10) equal warrants. The amount of
the salary warrants will be re-computed if there is a change in the assigned weekly hours. Should the assigned weekly hours drop below twenty (20) hours per week, the salary will be paid according to 14.2.3.

14.3.3 Non-management certificated adult education personnel who work fewer than twenty (20) hours per week will be paid on the hourly salary schedule for the actual number of hours worked during that pay period.

14.4 **Experience Credit:**

14.4.1 **Regular Salary Schedule:** Effective July 1, 1985, to exchange one (1) year of contracted certificated experience in a public school district (or a private school as designated appropriate for credential credit) for one step of advancement on the salary schedules, to a maximum of ten (10) steps.

14.4.2 **Additional Salary Schedule:**

(1) Effective July 1, 1985, to exchange one (1) year of contracted certificated experience in a public school district (or a private school as designated appropriate for credential credit) for one step of advancement in the Additional Salary Schedule to a maximum of eight (8) steps.

(2) To exchange year-for-year service when moving between the Additional Salary Schedules.

14.4.3 **Adult Education:**

(1) Effective July 1, 1994, a new employee may receive up to five (5) years experience for previous comparable experience.

(2) When moving from the regular schedule to either the counselor or adult education specialist schedule, an employee shall receive year-for-year service credit.

14.4.4 **JROTC/CADET:**

(1) Effective July 1, 1995, to exchange one (1) year of military teaching
experience for one step of advancement on the regular salary schedule to a maximum of ten (10) steps.

14.5 **Additional Units of Credit:** Only those units taken after the Bachelor’s Degree has been granted will be accepted as graduate credit for salary purposes, and only those units taken after the Master’s Degree has been granted will be accepted as credit above the Master’s Degree for salary purposes. All units taken beyond the Bachelor’s Degree and/or Master’s Degree must be upper division or graduate level. Credit may be granted for District-sponsored courses which are completed outside the school day. Salary credit for travel, as part of the program of a collegiate institution, may be given if it is related to the professional assignment of the employee. All courses must be approved by the District Superintendent or his/her appointed representative. Only units completed prior to September 1, with written verification received by October 1, may be credited for that year’s salary. Units completed by January 1, with written verification received by February 1, may be credited for the second semester of that year’s salary.

14.6 **Longevity:** Longevity payments will be added to the salaries of employees in the Unit in Salary Classifications III, IV, and V.

14.6.1 Seven Hundred Fifty Dollars ($750) will be paid beginning with the fifth (5th) year of service in the Grant Joint Union High School District.

14.6.2 Fifteen hundred dollars ($1,500) will be paid beginning the tenth (10th) year-of-service in the Grant Joint Union High School District effective July 1, 2007.

14.6.3 Four Thousand Dollars ($4,000) will be paid beginning with the fifteenth (15th) year of service in the Grant Joint Union High School District. This will commence with the start of the 2008-2009 school year, effective July 1, 2008.
14.6.4 Seven Thousand Five Hundred Dollars ($7,500) will be paid beginning with the twentieth (20th) year of service in the Grant Joint Union High School District, effective July 1, 2009.

14.6.5 Longevity payment will take effect the next year if the date of hire falls within the normal school year.

14.7 **Masters Stipend:**

14.7.1 Each Unit member with a Masters Degree will receive an annual stipend equivalent to a three percent (3%) increase, based on the Unit member's actual placement on the salary schedule (step & column, including longevity). Unit members who attain masters degrees from an accredited college or university in the future shall be eligible to receive this stipend as follows: Only masters degrees completed prior to September 1, with written verification received by October 1, may be credited for that year's stipend.

14.8 **Compensation Calculations:**

For the duration of this agreement the following shall apply:

14.8.1 The salary schedules identified in Article 14.9.1, 14.9.2, 14.9.3, 14.9.4, 14.9.5, 14.9.6, 14.9.7, 14.9.8 and 14.9.9 shall be increased by three percent (3.0%) effective July 1, 2007.


14.9 **Salary Schedules:**
Regular Certificated Salary Schedule
2007 - 2008
Effective July 1, 2007
(3.0% Increase)

14.9.1

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Longevity Increments

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Longevity increments added to the salaries of employees in salary classifications III, IV, and V only

183 days in work year

Classification I: BA Degree, General Secondary Credential or a Life/Clear Standard Secondary Credential

Classification II: BA Degree plus 30 semester hours, or a Voc Ed Credential issued for life

Classification III: BA Degree plus 45 semester hours or an MA Degree

Classification IV: BA Degree plus 60 semester hours or MA Degree plus 15 semester hours

Classification V: BA Degree plus 85 semester hours or MA plus 30 semester hours or PhD

Outside Experience Credit **

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**Under contract for 75% of school year
Psychologists, Welfare & Attendance
Counselors, Program Specialists, Transition
Specialists, Special Education Program
Specialists, Educational Technology
Program Specialists, CIS/JROTC Program
Associate, and Lead Teachers

2007- 2008
(3.0% Increase)
Effective July 1, 2007

<table>
<thead>
<tr>
<th>Step</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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<tbody>
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Longevity Increments

<table>
<thead>
<tr>
<th>Start of 5th year an additional</th>
<th>$ 750</th>
<th>$ 750</th>
<th>$ 750</th>
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<tbody>
<tr>
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<td>25</td>
<td>80,923</td>
<td>86,195</td>
<td>91,474</td>
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</tbody>
</table>

189 days in work year
### Counselors

*2007-2008*

*(3.0% Increase)*

<table>
<thead>
<tr>
<th>Step</th>
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<th>Class V</th>
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### Longevity Increments

Start of 5th year an additional $750

<table>
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<tr>
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<th>Class IV</th>
<th>Class V</th>
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<td>73,197</td>
<td>78,001</td>
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<tr>
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<td>74,394</td>
<td>79,197</td>
<td>84,001</td>
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198 days in work year
Speech Therapists, Librarians, Family Learning Center Specialists, Vocational Counselors, and Work Experience Counselor

2007 - 2008
(3.0% Increase)

<table>
<thead>
<tr>
<th>Step</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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</thead>
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<tr>
<td>13*</td>
<td>76,827</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*For employees with Longevity entitlements - see Longevity Increments table.

Longevity Increments

<table>
<thead>
<tr>
<th>Start of 5th year an additional</th>
<th>$ 750</th>
<th>$ 750</th>
<th>$ 750</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
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<td>67,300</td>
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<td>80,827</td>
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<td>25</td>
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<td>75,138</td>
<td>84,327</td>
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</tbody>
</table>

Longevity increments added to the salaries of employees in salary classifications III, IV, and V only.

NOTE: Positions on this salary schedule do not receive a daily planning period

185 days in work year

<table>
<thead>
<tr>
<th>Classification I:</th>
<th>BA Degree, General Secondary Credential or a Life/Clear Standard Secondary Credential (Nurses, Regular Health &amp; Development Credential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification II:</td>
<td>BA Degree plus 30 semester hours, or a Voc Ed Credential issued for Life</td>
</tr>
<tr>
<td>Classification III:</td>
<td>BA Degree plus 45 semester hours or an MA Degree</td>
</tr>
<tr>
<td>Classification IV:</td>
<td>BA Degree plus 60 semester hours or MA Degree plus 15 semester hours</td>
</tr>
<tr>
<td>Classification V:</td>
<td>BA Degree plus 85 semester hours or MA plus 30 semester hours or PhD</td>
</tr>
</tbody>
</table>
Adult Education
2007 – 2008
(3.0% Increase)
Classification of salaries according to experience in the GJUHSD Adult Division and training.
(Applies to 32 hours per week and 185 days per year employees)

<table>
<thead>
<tr>
<th>Step</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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<tr>
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</tr>
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<td>57,558</td>
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</tbody>
</table>

*For employees with Longevity entitlements - see Longevity Increments table.

Longevity Increments

<table>
<thead>
<tr>
<th>Start of 5th year an additional</th>
<th>$ 750</th>
<th>$ 750</th>
<th>$ 750</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
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<td>61,558</td>
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<tr>
<td>25</td>
<td>60,048</td>
<td>62,535</td>
<td>65,058</td>
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Longevity increments added to the salaries of employees in salary classifications III, IV, and V only

Classification I: Credential plus 5 yrs experience Voc Ed

Classification II: BA Degree

Classification III: BA Degree plus 30 semester hours

Classification IV: BA Degree plus 45 semester hours or MA Degree

Classification V: BA Degree plus 60 semester hours or MA plus 15 semester hours
**Adult Education Specialists**  
2007 - 2008  
(3.0% Increase)

<table>
<thead>
<tr>
<th>Step</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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<td>67,827</td>
<td>69,692</td>
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<td>67,827</td>
<td>69,692</td>
<td>71,677</td>
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<td>67,827</td>
<td>69,692</td>
<td>71,677</td>
<td>73,515</td>
</tr>
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<td>75,383</td>
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<td>75,383</td>
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<td>86,620</td>
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</table>

*For employees with Longevity entitlements – see Longevity Increments table.

**Longevity Increments**

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<th>Year</th>
<th>Start of 5th year an additional</th>
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<td>$86,591</td>
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**Adult Education Counselors**  
(Based on 40 hour work week and 193 days per year)

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<th>Annual Rate</th>
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**Longevity Increments**

<table>
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## Adult Education: Classification of Hourly Salaries

### 2007 – 2008

*(3.0% Increase)*

### Adult Education Counselors

#### Hourly

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<th>Hourly Rate</th>
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</table>
**Nurses**

**2007 – 2008**

*(3.0% Increase)*

(Classification of salaries according to experience and training)

<table>
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<tr>
<th>Step</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
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<td>50,697</td>
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<td>78,489</td>
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</tr>
</tbody>
</table>

*For employees with Longevity entitlements – see Longevity Increments table.

**Longevity Increments**

<table>
<thead>
<tr>
<th>Start of 5th year an additional</th>
<th>$750</th>
<th>$750</th>
<th>$750</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>18</td>
<td>68,669</td>
<td>73,102</td>
<td>82,489</td>
</tr>
<tr>
<td>25</td>
<td>72,169</td>
<td>76,602</td>
<td>85,989</td>
</tr>
</tbody>
</table>

NOTE: Positions on this salary schedule do not receive a daily planning period.

189 days in work year
7 1/2 hour workday

**Classification I:** BA Degree, General Secondary Credential, or a Life/Clear Standard Secondary Credential (Nurses’ Regular Health and Development Credential)

**Classification II:** BA Degree plus 30 semester hours, or a Voc Ed Credential issued for Life

**Classification III:** BA Degree plus 45 semester hours, or an MA Degree

**Classification IV:** BA Degree plus 60 semester hours, or MA Degree plus 15 semester hours

**Classification V:** BA Degree plus 85 semester hours, or MA plus 30 semester hours, or PhD
14.10 **Extra Assignment Schedule:** (effective July 1, 2007)

The principal shall announce at the next faculty meeting and post in writing in the school all extra-duty vacancies as soon as they are known. Personnel within the school may apply in writing to the principal within one week. Using experience and qualifications of the applicants as criteria, the principal shall recommend the employee for the extra-duty assignment to the Board of Trustees (not applicable to filling department head positions).

**14.10.1 Senior High School Coaches**

| I. | Head varsity coach | $2750 |
| Category A |

| II. | Head sophomore or freshman coach | $2300 |
| Category A |

| III. | Assistant coach | $1975 |
| Category A |

*Category A: Football, wrestling, baseball, track, basketball, softball, volleyball, cross country, golf, tennis, swimming, soccer and water polo.*

**14.10.1.1 Effective July 1, 2008:**

1. Increase stipend in 14.10.1 “I” by $500
2. Increase stipend in 14.10.1 “II” by $375
3. Increase stipend in 14.10.1 “III” by $250

**14.10.2 Senior High Schools: (Activities other than athletics) Effective July 1, 2007**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Decathlon (mandated participation in County events)</td>
<td>$650</td>
</tr>
<tr>
<td>AVID Coordinator</td>
<td>$1,000</td>
</tr>
<tr>
<td>Cheer Supervisor</td>
<td>$1,350</td>
</tr>
<tr>
<td>Choir (minimum 3 concerts/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Class Advisor</td>
<td>$400</td>
</tr>
<tr>
<td>Concert Band (minimum 3 concerts/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Activity Description</td>
<td>Stipend</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Debate Coach (participation in sanctioned NFC event)</td>
<td>$1,190</td>
</tr>
<tr>
<td>Director of Student Activities</td>
<td>$3,550</td>
</tr>
<tr>
<td>Director of Athletics</td>
<td>$3,550</td>
</tr>
<tr>
<td>District Director of Music Festival</td>
<td>$1,357</td>
</tr>
<tr>
<td>Drama Coach (minimum 2 productions/year)</td>
<td>$1,357</td>
</tr>
<tr>
<td>GATE Specialist: Comprehensive Program</td>
<td>$1,216</td>
</tr>
<tr>
<td>JROTC Officer</td>
<td>$1,250</td>
</tr>
<tr>
<td>JROTC Color Guard Unit</td>
<td>$1,250</td>
</tr>
<tr>
<td>JROTC Drill Teach Unit</td>
<td>$1,250</td>
</tr>
<tr>
<td>Marching Band (minimum of 6 events/year)</td>
<td>$1,250</td>
</tr>
<tr>
<td>Pep Band (minimum 6 events/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Renaissance Coordinator</td>
<td>$1,000</td>
</tr>
<tr>
<td>School Newspaper</td>
<td>$1,250</td>
</tr>
<tr>
<td>Site Web Master</td>
<td>$800</td>
</tr>
<tr>
<td>Visual Arts (minimum 3 shows/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Yearbook (community events)</td>
<td>$1,250</td>
</tr>
</tbody>
</table>

14.10.2.1 Increase Director of Student Activities and Director of Athletics by $500 and all other activity stipends in 14.10.2 by $250 effective July 1, 2008.
14.10.3 **Junior High Schools:** Effective July 1, 2007  

<table>
<thead>
<tr>
<th>Position</th>
<th>Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Team Coach</td>
<td>$1,040</td>
</tr>
<tr>
<td>AVID Coordinator</td>
<td>$1,000</td>
</tr>
<tr>
<td>Band (minimum 3 concerts/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Choir (minimum 3 concerts/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Dance Team</td>
<td>$500</td>
</tr>
<tr>
<td>Director of Student Activities</td>
<td>$1,000</td>
</tr>
<tr>
<td>GATE Specialist</td>
<td>$1,216</td>
</tr>
<tr>
<td>Site Web Master</td>
<td>$800</td>
</tr>
<tr>
<td>Visual Arts (minimum 3 shows/year)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Renaissance Coordinator</td>
<td>$1,000</td>
</tr>
<tr>
<td>Yearbook</td>
<td>$850</td>
</tr>
</tbody>
</table>

14.10.3.1 Increase all stipends in 14.10.3 by $250 effective July 1, 2008.

14.10.4 **Heads of Departments:** Effective July 1, 2007  

<table>
<thead>
<tr>
<th>Grade School</th>
<th>Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior High Schools:</td>
<td></td>
</tr>
<tr>
<td>5 to 14 periods</td>
<td>$750</td>
</tr>
<tr>
<td>15 to 39 periods</td>
<td>$1602</td>
</tr>
<tr>
<td>40 to 54 periods</td>
<td>$2000</td>
</tr>
<tr>
<td>55+ periods</td>
<td>$2250</td>
</tr>
<tr>
<td>Junior High Schools:</td>
<td></td>
</tr>
<tr>
<td>5 to 14 periods</td>
<td>$750</td>
</tr>
<tr>
<td>15 to 39 periods</td>
<td>$1602</td>
</tr>
<tr>
<td>40 to 54 periods</td>
<td>$2000</td>
</tr>
<tr>
<td>55+ periods</td>
<td>$2250</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Education</th>
<th>Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 25 periods</td>
<td>$2950</td>
</tr>
</tbody>
</table>
26 + periods........................................................................................................... $3550

Adult Education: Per Year

Minimum of 110 hours of instruction per week/department... $1311

Curriculum Council................................................................. $1572

14.10.4.1 Increase all Department Head Stipends in 14.10.4 by $250 effective July 1, 2008.

14.11 Other District Hourly Rate Schedules: Effective January 1, 2008

Per Year

14.11.1 Emergency and Non-Emergency Prep Period Substituting Sixth Period Teaching (all sources)
RATE:........................................................................................................... $50

14.11.2 Additional Instruction Involving Students
Home & Hospital Teacher
Summer School Teacher
RATE:........................................................................................................... $32

14.11.3 Extended Certificated Services (non-instructional assignments: i.e. curriculum development)
RATE:........................................................................................................... $25

14.11.4 Evening Recreational Gymnasium Supervisor
Summer Work Experience Counselor
RATE:........................................................................................................... $10

14.12 The minimum payment for substituting shall be one period.
ARTICLE XV – EMPLOYEE BENEFITS

15.1 **Health, Dental, Vision, Life Insurance, and Employee Assistance Program:** All employees represented by the Unit shall be eligible to participate in District offered health, dental, vision and life insurance plans. Employee assistance program plans offered employees shall be made available by the Board’s representative after negotiation with the Unit representatives. Plans negotiated for employees shall not contain membership requirements in an association, unless competing alternative plans exist or are made available in the District.

15.1.1 **District Contribution:** The District agrees to provide each employee who is a full-time employee of the District with a District contribution for each month of service to a maximum total contribution as follows:

15.1.1.1 **Effective July 1, 2007**  No increase for the 2007-08 school year.

Therefore, for individuals electing “employee only” insurance coverage shall receive $476.00 per month for a total maximum contribution of $5,712.00 per year. However, for employees hired prior to January 1, 2006, the monthly amount for employees taking cash in lieu of benefits shall be $466 per month, and for employees hired after January 1, 2006, the monthly amount for employees taking cash in lieu of benefits shall be $100 per month.

Individuals electing “employee plus one” health insurance coverage shall receive $688.00 per month, for a total maximum contribution of $8,256.00 per year.

Individuals electing “Family” health insurance coverage shall receive $951.00 per month, for a total maximum contribution of $11,412.00 per year.

15.1.1.2 **Effective July 1, 2008**  The District contribution for insurance
coverage shall be re-opened for the 2008-09 and 2009-10 school years.

15.1.1.3 This amount of money may be used at the employee’s discretion for medical, dental, life insurance, and employee assistance program. Effective July 1, 1997, where both a husband and wife are employed by the District, either the husband or wife may elect to contribute any excess in the District’s contribution to defray the cost of family medical, dental, vision, or life insurance coverage under the other spouse’s policy. For less than full-time employees, this amount would be prorated as the number of periods worked relates to five (5), or for adult education teachers, as the number of hours worked per week relates to thirty (30). Employees shall be required to take medical, dental, and life insurance and the employees assistance program, but may provide written proof of having medical coverage under another plan.

15.1.2 The District shall offer employees Section 125 of the Internal Revenue Code.

15.1.3 Sabbatical employees in the Unit on District paid illness or sabbatical leave shall continue to receive health, dental and life insurance plans referenced above.

15.1.4 Unpaid leave employees in the Unit on approved unpaid leaves and upon retirement may elect to continue health, dental and life insurance as allowed by the provisions of the plans in force in the District. Such employees shall pay the premium for continued coverage on a month-to-month basis.

15.1.5 Duration of Benefits:

15.1.5.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should an employee’s employment
terminate (excluding retirement) during the school year, he/she shall be entitled to continue coverage under the life, health, and dental insurance plans for a period not to exceed six (6) months if allowed by the carrier. Such employee shall pay the premium for the continued coverage on a month-to-month basis.

15.1.5.2 Should an employee’s employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continue coverage under the life, health and dental insurance plans until October 1 of the ensuing school year if allowed by the carrier. Such employee shall pay the premium for continued coverage on a month-to-month basis.

15.1.5.3 Upon the death of an active employee, the District will continue to pay health insurance for the surviving spouse (no other dependents) for a period of six (6) months or until the end of the fiscal year in which the death occurs, whichever is longer, only if all of the following conditions are met:

The surviving spouse must have been covered by the employee’s health insurance through the District at the time of the employee’s death.

The surviving spouse must not be covered by any other health insurance.

The continuation of the surviving spouse’s coverage is permitted under the existing policy.
15.2 **Tax Shelter:** Employee may participate in an approved plan of tax shelter as allowed under Internal Revenue Code Section 403 (b). The District will make no express or implied warranty as to eligibility under the Internal Revenue Code.

15.3 **Damage to Personal Property:**

15.3.1 **Reimbursement:** The District shall reimburse employees for loss or damage to authorized personal property, excluding automobiles, when such loss or damage occurs during the course of the employee performance of duties and responsibilities within the District. No employee may recover more than two hundred fifty dollars ($250) annually under this Section and partial payment of a claim totaling two hundred fifty dollars ($250) discharges all District responsibility.

15.3.2 **Registration of Property:** All authorized property shall be designated by the employee’s supervisor as an item to be used in the course and scope of his/her work. Each item shall be registered with the building principal or program administrator. This listing shall include the name of the item, brief description, and, when possible, the model and serial number, original purchase price, date of purchase, and any other identifying data. The employee shall exercise all reasonable security procedures including personal surveillance to keep the property protected and under appropriate locked conditions.

15.3.3 **Minimum Claim:** No claims may be made for replacement or repair of personal property valued at less than ten dollars ($10).

15.3.4 **Sentimental Value:** The District assumes no obligation for articles of sentimental value other than for replacement or repair as herein described.

15.3.5 **Clothing and Prostheses:** Payment may be made for the costs of replacing or repairing articles of clothing and/or prostheses necessarily worn by the
employee, when any such property is stolen or damaged in the line of duty without fault of the employee.

15.3.6 Arson, Accident or Vandalism: Property damaged as a result of arson, accident, or vandalism shall be repaired and returned to original condition or replaced at the discretion of the District. Property that is replaced shall be compensated for at the current replacement value less depreciation depending upon age and condition of the article.

15.3.7 Normal Wear and Tear: The employee’s property shall not be afforded protection from wear and tear and obsolescence. The employee shall be responsible for the maintenance of all personal equipment or other personal property used in the scope of the employee’s work.

15.3.8 Compensation from Other Sources: In the event an employee is compensated for replacing or repairing his/her property from any source other than District funds, the District shall to the extent of such payments be subrogated to any right of the employee to recover compensation for such damages or stolen property.

15.4 Assignment to More Than One School: Employees assigned to more than one (1) school per day shall be reimbursed for automobile expense, at the current District rate per mile, between the first school and the second assigned school. With prior approval from the District Superintendent or his/her designee, employees using their personal vehicles in fulfillment of their duties shall be paid at the District’s current rate for reimbursement, gasoline reimbursement or a flat monthly allocation upon approval of the Board. If a teacher is assigned an additional free period in consideration of travel, the additional free period shall serve as full and complete compensation for all travel expense.
15.5 **Retirement:**

15.5.1 An employee may apply for a pre-retirement reduced workload as provided in Ed Code 22713.

15.5.2 **Medical, Dental and Life Insurance:** The employer shall pay the following premiums for an employee who retires from the Grant Joint Union High School District who has completed fifteen (15) years of full-time paid service prior to retirement in the Grant District. Paid service rendered in the Pre-Retirement Reduced Workload Program between the ages of 55 and 65 shall be considered full-time service for the purpose of this Section.

For employees hired on or before November 1, 1979:

1. The District shall pay the full premium on medical.
2. The District shall pay the full premium on dental.
3. The District shall pay the full premium on life insurance.

For employees hired after November 1, 1979, the District will pay full premium on medical, dental and life insurance in an amount that will not exceed the dollar amount paid to regular full-time employees as stated in 15.1.1.

These premiums would be for a maximum period of ten (10) years between age 55 and 65, or until the retiree becomes re-employed and is covered by a health plan, or becomes eligible for Medi-Cal, National Health, or other government-sponsored program. Employees represented by the Unit shall respond to a District notice by July 1 each year, certifying that he/she is still eligible for the program.

15.5.3 **Incentive:** Additionally, for those employees between the age of 55 and 65 in classes III, IV, or V who have been employed by the District for fifteen (15) years, the District agrees to pay a retirement incentive of one thousand two hundred fifty dollars ($1,250) for every full year an employee retires earlier than
65. This incentive shall be paid in three (3) even increments beginning January 1 after the year of retirement and continuing for two (2) years on January 1st thereafter.

15.5.4 Upon request, a retired employee will be placed on the District's substitute list.

15.6 Any and all materials and equipment purchased with CTIIP grant money shall remain with the grant recipient for the duration of his/her employment within the Grant District.
ARTICLE XVI - PROFESSIONAL GROWTH

16.1 The District and the Association agree that all certificated personnel are personally responsible for renewing their credentials and for keeping them valid.

16.2 All teachers in the District who have received their credentials since September 1985 may be assisted by the District in completing their required 150 hours of professional growth activities in order to get a clear credential.

16.3 District assistance shall take the form of professional growth activities that are offered either at the school site or district-wide.

16.4 Any qualified certificated employee may serve as professional growth advisor.

16.5 Teachers may receive credit for attending staff development activities which the District or NEA/CTA/GTA have offered since September 1, 1985 which comply with the Administrative Code or manual. The president of GTA shall verify participation in any NEA/CTA/GTA activity. Requests for credit should be submitted to the Assistant Superintendent of Human Resources for approval prior to participation.

16.6 A new teacher orientation will be sponsored by the District with GTA participation on the first workday of each school year.

16.7 A clock hour for purposes of credentialed Professional Growth Activities shall be the actual time spent in the activity. A presenter of a District approved professional growth activity shall be given the same credit as a participant. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit. Ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit or the actual number of class/lab hours required, whichever is greater.

Credit for advancement on the salary schedule shall be earned by credential holders for Professional Growth Activities. Fifteen (15) clock hours of completed work shall be considered the equivalent of one semester unit. For each 15-clock hours of completed
professional growth activities, advancement on the salary schedule shall take place as though one semester unit of college credit has been earned.

Nothing in the Professional Growth Requirements or procedures thereof shall impact, be part of, or modify performance evaluation.
ARTICLE XVII - DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control to the extent of the law. Exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
ARTICLE XVIII - CONCERTED ACTIVITIES

18.1 For the duration of this Agreement, it is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by any of the Association’s officers, agents, or employees during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

18.3 It is agreed and understood that any employee violating this section may be subject to discipline by the District.
ARTICLE XIX - COMPLETION OF MEET AND NEGOTIATE

19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unconditionally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

19.2 The above waiver does not prevent the Association from bargaining, should the District make changes on matters within the scope of representation.

19.3 Except in the case of unforeseen events or emergencies, a ratification vote shall take place by both the Governing Board of the Grant Joint Union High School District and the Grant Teachers Association membership within twenty (20) working days of the date of the final tentative agreement (settlement) between the bargaining teams.
ARTICLE XX - SUMMER SCHOOL

20.1 Summer school daily work periods for classroom teachers shall be established by the school time schedule as prepared by the principal and approved by the District Superintendent as agreed to in this Article.

Employees of the Unit who teach summer school shall be required to report for work ten (10) minutes before the start of the school day and to remain ten (10) minutes after the school day.

Employees will be compensated for the actual time they are required to be on duty.

20.2 Notification and Selection of Summer School Teachers:

20.2.1 Notification: The majority of summer school teachers will be notified of their summer school employment by May 15th of each year.

20.2.2 Selection: Selection of summer school teachers will be based upon the following: (Refer to Attachment 2)

20.2.2.1 Area of Credential;
20.2.2.2 Flexibility for Staffing Because of Multiple Credentials;
20.2.2.3 Major / Minor Fields of Study;
20.2.2.4 Masters Degree;
20.2.2.5 Experience in Subject Area of Position Requested;
20.2.2.6 Excellence of Evaluation;
20.2.2.7 Affirmative Action: The District teachers who meet the above criteria will be given priority in the selection procedure.

20.2.3 Evaluation of Summer School Teachers: Summer school teachers will be evaluated in accordance with Article X of this contract.

20.2.4 Summer school employment may be terminated based upon the District’s assessment of such criteria as small class size or inadequate performance as verified by the summer school principal.
20.2.5 If a summer school class is canceled after the teacher reports to work on the first day of assignment, but prior to the beginning of the second day of actual instruction of students, the teacher shall receive compensation equivalent to two (2) days pay [one (1) day paid at the non-instructional rate and one (1) day paid at the regular summer school rate]. Summer school hourly rate increased to $32 effective summer 2008 under 14.11.2.
ARTICLE XXI - NEW TEACHER SUPPORT

21.1 **Program Components:** There shall be a New Teacher Support Program for all classroom teachers new to the profession and the District.

21.1.1 New Teacher Support Program – This component shall provide assistance to first-year teachers who are not participating in the BTSA Program including intern teachers.

21.1.2 Beginning Teacher Support and Assessment Program (BTSA) – This component of New Teacher Support shall provide assistance to eligible first and second-year teachers.

21.2 New Teacher Support Program shall not deal with teachers’ employment issues which arise from accusations of neglect of duty or unprofessional conduct (Ed Code 44422).

21.3 **New Teacher Support Providers**

21.3.1 New Teacher Support Providers shall be selected by a selection committee composed of at least three members. The Committee shall be a 2/3 Teacher / GTA and 1/3 Administrator. The selection committee will be appointed by the Division of Educational Services.

21.3.2 New Teacher Support Providers’ case load will be determined by the Program Specialist for New Teacher Support, Administrator of the Education Services Division. Case loads shall take into consideration the amount of time required to complete the assignment.

21.3.3 Job performance of New Teacher Support Providers is subject to annual review by the Education Services Division. This review shall not be made part of the New Teacher Support Providers personnel file except upon written request of the New Teacher Support Provider.

21.3.4 Length of Term: New Teacher Support Providers will serve a three (3) year term, based on satisfactory annual review of documentation by the Education
Services Division. New Teacher Support Providers may reapply for consecutive terms.

21.3.5 **Compensation:**

21.3.5.1 New Teacher Support Providers shall receive a base stipend of $500 per year if working with one new teacher and $1,000 per year if working with two or more new teachers. This is for the attendance of required meetings and assisting with staff development. The remainder of their stipend will be based on the number and classification of teachers being served.

- A beginning teacher in BTSA $750/semester or portion thereof
- A new teacher not in BTSA $500/semester or portion thereof

21.3.5.2 The maximum stipend shall be $2,750 per semester per New Teacher Support Provider. Stipends shall be paid twice a year.

21.3.5.3 Release time will be given as needed for training, observations, and meetings which are required by the New Teacher Support Programs. Release time for a New Teacher Support Provider will be arranged in consultation with the site administrator(s) and Program Specialist for New Teacher Support.
21.4 Application/Selection Process For New Teacher Support Providers:

21.4.1 Selection Criteria:

21.4.1.1 The teacher must be a District teacher and hold a valid California teaching credential.

21.4.1.2 Must have permanent status.

21.4.1.3 At the time of selection, the teacher must have been employed in the Grant District as a certificated employee for the prior five (5) consecutive school years, at least four (4) years of which must have been in direct classroom instruction of pupils. One year is defined as at least seventy-five percent (75%) of school year.

21.4.1.4 Must have demonstrated exemplary teaching performance, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

21.4.1.5 Agree to be trained in the New Teacher Support Provider process, with knowledge of the California Standards of the Teaching Profession (CSTP) and California Formative Assessment and Support Systems for Teachers (CFASST).

21.4.1.6 Shall work with any of the New Teacher Support Program components:

21.4.1.6.1 Beginning Teacher Support and Assessment (BTSA) Program

21.4.1.6.2 Intern Support Program

21.4.1.6.3 New Teacher Support Program,
21.4.1.7 Commitment to building a collaborative relationship with assigned teachers, i.e. ability to nurture and offer emotional support to assigned teachers.

21.4.1.8 Written application for participation in the New Teacher Support Programs shall be submitted to the Educational Services Division prior to an established deadline.

21.4.1.9 Submission of at least three (3) confidential letters of recommendation, at least one of which must be from an administrator with knowledge of recent performance.

21.4.2 The New Teacher Support Program shall utilize an application packet, which follows State of California Support Provider guidelines and shall include:

21.4.2.1 Basic information about the candidate.

21.4.2.2 Years teaching and years in District.

21.4.2.3 Grade levels taught.

21.4.2.4 Degrees and credentials held.

21.4.2.5 Narrative responses to specific questions.

21.4.3 The selection process shall include the following:

21.4.3.1 Classroom observation.

21.4.3.2 Review of application and letters of reference.

21.4.3.3 Interview.

21.4.3.4 Veteran New Teacher Support Providers who reapply for consecutive terms will use a modified written application and process which incorporates past practice as New Teacher Support Provider.
21.5 **First Year Teacher Support Program:**

21.5.1 The prime focus of the program is to provide assistance to new teachers in the area of understanding the District and school culture; explaining school procedures; District expectations; ordering materials and supplies; and duties and responsibilities.

21.5.2 Teachers, who are new to the District and not participating in BTSA, are eligible to participate in the program.

21.5.3 Teachers who are selected to participate in the program shall be assigned a New Teacher Support Provider. The participating teacher and New Teacher Support Provider will develop a support plan which incorporates program requirements such as those of BTSA or the intern program in which the teacher is participating.

21.5.4 Activities between the New Teacher Support Provider and the participating teacher are confidential unless specified by the participating teacher or intern program.

21.6 **Beginning Teacher Support Program (BTSA):**

21.6.1 The focus of the BTSA Program is to provide beginning teachers enhanced professional growth and competency and in certain cases to provide the induction components necessary to clear the preliminary teaching credential.

21.6.2 Eligibility requirements to participate in the program are as follows:

21.6.2.1 Meet the State eligibility requirements.

21.6.2.2 Be a credentialed teacher in the District.

21.6.2.3 Be able to fulfill BTSA program participation requirements to completion.
21.6.3 Teachers shall gain knowledge of the six (6) California Standards of the Teaching Profession (CSTP) and the California Formative Assessment and Support System for Teachers (CFASST).

21.6.4 All activities between New Teacher Support Provider and BTSA teacher are confidential unless specified by the participating teacher and are not to be used for evaluation purposes.

21.7 **Miscellaneous Provisions:**

21.7.1 Confidentiality: The Program Specialist for New Teacher support Programs and New Teacher Support Providers may disclose such information only as necessary to administer this Article.

21.7.2 Expenditures for the Program shall not exceed revenues in the “Board Approved Budget.”

21.7.3 Funds shall be budgeted to enable New Teacher Support Providers to provide for release days and/or conferences. Release days will be coordinated with the Program Specialist for New Teacher Support.

21.7.4 At the conclusion of the fiscal year, if PAR Program revenue exceeds expenditures, the excess funds will be available for use in the PAR Program the following year.

21.7.5 Teachers who provide new teacher support shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

Nothing in this article shall require the District to appropriate unrestricted funds to support this program, should there be a reduction in categorical funds.

21.7.6 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the
Education Code or the collective bargaining agreement relating to the evaluation, employment, classification, retention or non-reelection of certificated employees.

21.7.6.1 Nothing herein shall modify or affect the District’s right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

21.7.7 A participating teacher and/or New Teacher Support Provider may request that the Program Specialist for the New Teacher Support Program assign a different New Teacher Support Provider to work with the participating teacher.
IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 18th day of December 2007. This Agreement shall remain in full force and effective from the date of ratification by both parties to June 30, 2010.

Board approved December 5, 2007.

For the Grant Joint Union High School District:

[Signature]

(date)

Mike McCoy

For the Grant Teachers Association:

[Signature]

(date)

John Ennis
GRANT JOINT HIGH SCHOOL DISTRICT

EVALUATION OF TEACHING PERFORMANCE

Teacher___________________________________________   Date ________________________
Evaluator _________________________________________  Grade/Subject __________________________
School____________________________________________  Period covered by this evaluation ________________

Date of Pre-Conference(s) _____________________________

Four Standards Used for Evaluation (Permanent Teacher Only)

Teacher selected:  1. _________  2. _________
Administrator selected:  1. _________  2. _________

Date of Announced Observation(s) ______________________
Date of Unannounced Observation(s) ____________________
Date of Post-Conference(s) ____________________________

Status of Teacher:  ______Emergency Permit/Waiver  ______Probationary 1  ______Probationary 2 
                    ______Temporary  ______Intern  ______Permanent  ____Years in District

OVERALL EVALUATION STATUS

Satisfactory (10.3.3.5) _______  Unsatisfactory (10.2.8) _______

Evaluator’s Signature ____________________  Date ____________________
Teacher’s Signature ____________________  Date ____________________
### STANDARD ONE: Engaging & Supporting All Students In Learning

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<tr>
<th></th>
<th>4</th>
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**STANDARD ONE:**

- SATISFACTORY
- UNSATISFACTORY

### STANDARD TWO: Creating & Maintaining Effective Environments For Student Learning

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<tr>
<td>2.1</td>
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<td>Creating a physical environment that engages all students</td>
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<td>2.2</td>
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<td>Establishing a climate that promotes fairness and respect</td>
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<td>2.3</td>
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<td>Promoting social development and group responsibility</td>
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<td>2.4</td>
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<td>Establishing and maintaining standards for student behavior</td>
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<td>2.5</td>
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<td>Planning and implementing classroom procedures that support learning</td>
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<td>2.6</td>
<td></td>
<td></td>
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<td>Using instructional time effectively</td>
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</tbody>
</table>

**STANDARD TWO:**

- SATISFACTORY
- UNSATISFACTORY
### STANDARD THREE: Understanding & Organizing Subject Matter For Student Learning

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<tr>
<td>3.1</td>
<td>Demonstrating knowledge of subject matter content and student development</td>
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<tr>
<td>3.2</td>
<td>Organizing curriculum to support student understanding of subject matter</td>
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<tr>
<td>3.3</td>
<td>Interrelating ideas and information within and across subject matter areas</td>
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<td>3.4</td>
<td>Developing student understanding through instructional strategies that are appropriate to the subject matter</td>
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<tr>
<td>3.5</td>
<td>Using materials, resources, and technologies to make subject matter accessible to students</td>
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</tbody>
</table>

**STANDARD THREE:**

|   | SATISFACTORY | UNSATISFACTORY |

### STANDARD FOUR: Planning Instruction & Designing Learning Experiences for All Students

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<tbody>
<tr>
<td>4.1</td>
<td>Drawing on and values students’ backgrounds, interests, and developmental learning needs</td>
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<td>4.2</td>
<td>Establishing and articulates goals for student learning</td>
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<tr>
<td>4.3</td>
<td>Developing and sequencing instructional activities and materials for student learning</td>
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<td>4.4</td>
<td>Designing short-term and long-term plans to foster student learning</td>
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<tr>
<td>4.5</td>
<td>Modifying instructional plans to adjust for student needs</td>
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</table>

**STANDARD FOUR:**

<p>|   | SATISFACTORY | UNSATISFACTORY |</p>
<table>
<thead>
<tr>
<th>STANDARD FIVE: Assessing Student Learning</th>
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</thead>
<tbody>
<tr>
<td>5.1 Establishing and communicating learning goals for all students</td>
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<tr>
<td>5.2 Collecting and using multiple sources of information to assess student learning</td>
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<tr>
<td>5.3 Involving and guiding all students in assessing their own learning</td>
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<tr>
<td>5.4 Using the results of assessments to guide instruction</td>
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<td>5.5 Communicating with students, families, and other audiences about student progress</td>
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**STANDARD FIVE:**

SATISFACTORY  UNSATISFACTORY

<table>
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<tr>
<th>STANDARD SIX: Developing As A Professional Educator</th>
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<tr>
<td>6.1 Reflects on teaching practice and planning professional development</td>
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<td>6.2 Establishes professional goals and pursues opportunities to grow professionally</td>
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<tr>
<td>6.3 Works with communities to improve professional practice</td>
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<tr>
<td>6.4 Works with families to improve professional practice</td>
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<tr>
<td>6.5 Works with colleagues to improve professional practice</td>
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<tr>
<td>6.6 Balancing professional responsibilities and maintaining motivation</td>
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</table>

**STANDARD SIX:**

SATISFACTORY  UNSATISFACTORY

To receive an unsatisfactory rating in one of the six CSTP standards identified above in section 10.5.1 through 10.5.6, the teacher must have been observed performing at an unsatisfactory level in fifty percent (50%) or more of the sub-standards used.
### STANDARD SEVEN: Interpersonal Relations and Communications

<table>
<thead>
<tr>
<th>4</th>
<th>3</th>
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<tbody>
<tr>
<td>7.1 Relates in a professional manner with students, faculty, staff, parents and community</td>
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<tr>
<td>7.2 Contributes to the total school program; listens attentively and expresses ideas effectively in oral and written communications</td>
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</table>

**STANDARD SEVEN:**

<table>
<thead>
<tr>
<th>SATISFACTORY</th>
<th>UNSATISFACTORY</th>
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</thead>
</table>

### STANDARD EIGHT: Compliance with Policies and Procedures

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</thead>
<tbody>
<tr>
<td>8.1 Complies with District and school policies and procedures</td>
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<tr>
<td>8.2 Performs duties in a responsible manner; maintains a pattern of good attendance and punctuality</td>
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<tr>
<td>8.3 Maintains accurate records</td>
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<tr>
<td>8.4 Meets deadlines</td>
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<tr>
<td>8.5 Attends required meetings</td>
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**STANDARD EIGHT:**

<table>
<thead>
<tr>
<th>SATISFACTORY</th>
<th>UNSATISFACTORY</th>
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</thead>
</table>

**OVERALL EVALUATION STATUS**

- Satisfactory (10.3.3.5)
- Improvement Plan (10.3.2.5 & 10.4.6)
- Referral to PAR (10.2.8)

**Narrative Comments:**

Evaluator’s Signature _______________ Date _______________ Teacher’s Signature _______________ Date _______________

**A copy of this evaluation will be placed in your personnel files. You have the right to respond and your response will be attached to your evaluation.**
<table>
<thead>
<tr>
<th>Points Possible</th>
<th>Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>Maximum 7</td>
<td>Credentials</td>
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<td></td>
<td>Single Subject</td>
<td>1</td>
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<td></td>
<td>Standard Secondary</td>
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<tr>
<td></td>
<td>General Secondary</td>
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<tr>
<td></td>
<td>Bilingual Cross Cultural (BCLAD)</td>
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<td></td>
<td>CLAD</td>
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<td></td>
<td>Extra Points for additional subjects</td>
<td>1</td>
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<tr>
<td>Maximum 2</td>
<td>Major/Minor</td>
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<td></td>
<td>Major in subject area of position</td>
<td>2</td>
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<tr>
<td></td>
<td>Minor in subject area of position</td>
<td>1</td>
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<tr>
<td>Maximum 1</td>
<td>Masters Degree</td>
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<tr>
<td>Maximum 2</td>
<td>Federal/State statute compliance</td>
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<td></td>
<td>Federal compliance</td>
<td>1</td>
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<tr>
<td></td>
<td>State compliance</td>
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<tr>
<td>Maximum 6</td>
<td>Experience</td>
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<tr>
<td></td>
<td>1 to 5 years experience</td>
<td>1</td>
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<td></td>
<td>6 to 10 years experience</td>
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<td></td>
<td>11 to 15 years experience</td>
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<td></td>
<td>16 to 20 years experience</td>
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<td></td>
<td>21 to 25 years experience</td>
<td>5</td>
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<td></td>
<td>26 plus years experience</td>
<td>6</td>
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<tr>
<td>Maximum 1</td>
<td>Evaluation</td>
<td></td>
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<td></td>
<td>Meets standards</td>
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</tbody>
</table>

Seniority date used for tie breaker (not applicable to Article V)
Announced Classroom Observation

Teacher ___________________________  Date ___________________________
School ___________________________  Date of Pre-Conference ___________________________
Grade/Subject ______________________  Date of Observation ___________________________
Observer ___________________________  Length of time (must be at least 30 min) ___________________________
Period covered by this evaluation ___________________________  Date of Post-Conference ___________________________

Four Standards Used for Evaluation (Permanent Teacher Only)
Teacher selected: 1. ___________________________  2. ___________________________
Administrator selected: 1. ___________________________  2. ___________________________

Status of Teacher:  _____ Emergency Permit/Waiver  _____ Probationary 1  _____ Probationary 2
                   _____ Temporary  _____ Permanent  _____ Intern

   4  EXCEEDS STANDARDS
   3  MEETS STANDARDS
   2  NEEDS IMPROVEMENT
   1  UNSATISFACTORY - DOES NOT MEET STANDARDS

<table>
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<tr>
<th>STANDARD ONE: Engaging &amp; Supporting All Students In Learning</th>
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* Standards 6, 7 and 8 are not included because they cannot be adequately assessed in an observation of limited duration.

Narrative Comments:

Observer's Signature          Date          Teacher's Signature
## Unannounced Classroom Observation

**Teacher** _____________________________  **Date** ________________________________

**School** ____________________________  **Date of Pre-Conference** ______________________

**Grade/Subject** ____________________________  **Date of Observation** ____________________________

**Observer** _____________________________  **Length of time (must be at least 30 min)** __________________

**Period covered by this evaluation** _____________________________  **Date of Post-Conference** ______________________

### Four Standards Used for Evaluation (Permanent Teacher Only)

- **Teacher selected:** 1. _____________________  2. _____________________
- **Administrator selected:** 1. _____________________  2. _____________________

**Status of Teacher:**
- _____ Emergency Permit/Waiver
- _____ Probationary 1
- _____ Probationary 2
- _____ Temporary
- _____ Permanent
- _____ Intern

### STANDARD ONE:
**Engaging & Supporting All Students In Learning**

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<td>2.1 Creating a physical environment that engages all students</td>
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<td>2.2 Establishing a climate that promotes fairness and respect</td>
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<td>2.3 Promoting social development and group responsibility</td>
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<td>2.4 Establishing and maintaining standards for student behavior</td>
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<td>2.5 Planning and implementing classroom procedures that support learning</td>
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<td>2.6 Using instructional time effectively</td>
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<table>
<thead>
<tr>
<th>STANDARD THREE: Understanding &amp; Organizing Subject Matter For Student Learning</th>
<th>4</th>
<th>3</th>
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<th>OBSERVABLE STUDENT BEHAVIOR</th>
<th>OBSERVABLE TEACHER BEHAVIOR</th>
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<tbody>
<tr>
<td>3.1 Demonstrating knowledge of subject matter content and student development</td>
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<td>3.2 Organizing curriculum to support student understanding of subject matter</td>
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<td>3.3 Interrelating ideas and information within and across subject matter areas</td>
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<td>3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter</td>
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<td>3.5 Using materials, resources, and technologies to make subject matter accessible to students</td>
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</table>
# STANDARD FOUR: Planning Instruction & Designing Learning Experiences for All Students

<table>
<thead>
<tr>
<th>OBSERVABLE STUDENT BEHAVIOR</th>
<th>OBSERVABLE TEACHER BEHAVIOR</th>
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</thead>
<tbody>
<tr>
<td>4.1 Drawing on and values students’ backgrounds, interests, and developmental learning needs</td>
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<tr>
<td>4.2 Establishing and articulates goals for student learning</td>
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<td>4.3 Developing and sequencing instructional activities and materials for student learning</td>
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<td>4.4 Designing short-term and long-term plans to foster student learning</td>
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<td>4.5 Modifying instructional plans to adjust for student needs</td>
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</tbody>
</table>

# STANDARD FIVE: Assessing Student Learning

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<th>OBSERVABLE STUDENT BEHAVIOR</th>
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<tbody>
<tr>
<td>5.1 Establishing and communicating learning goals for all students</td>
<td></td>
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<tr>
<td>5.2 Collecting and using multiple sources of information to assess student learning</td>
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<td>5.3 Involving and guiding all students in assessing their own learning</td>
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<tr>
<td>5.4 Using the results of assessments to guide instruction</td>
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<tr>
<td>5.5 Communicating with students, families, and other audiences about student progress</td>
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</table>

* Standards 6, 7 and 8 are not included because they cannot be adequately assessed in an observation of limited duration.

**Narrative Comments:**