

AGREEMENT

Between

GRIDLEY UNIFIED SCHOOL DISTRICT

and the

**GRIDLEY TEACHERS ASSOCIATION
(CTA/NEA)**

JULY 1, 2023 - JUNE 30, 2025

REVISED 12/01/2023

**AGREEMENT BETWEEN GRIDLEY UNIFIED SCHOOL DISTRICT
AND THE GRIDLEY TEACHERS ASSOCIATION
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1. ARTICLE I – AGREEMENT

- 1.1 The Article and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Gridley Unified School District (“District”) and the Gridley Teachers Association CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code (“EERA”).
 - 1.2.1 This agreement shall remain in full force and effect from July 1, 2023 until June 30, 2025.

2. ARTICLE II – RECOGNITION *

District recognizes the Gridley Teachers Association/CTA/NEA as the exclusive representative of all certificated employees of the district, excluding substitute teachers, psychologists and administrative personnel.

3. ARTICLE III – NON-DISCRIMINATION*

- 3.1 All Articles and provisions of this Agreement shall be applied equally to all members.
- 3.2 This Agreement shall not be applied in an arbitrary, discriminatory or capricious manner.
- 3.3 Consistent with applicable state and federal law, no unit members shall be treated discriminatorily based on race, color, creed, age, sex, national origin, marital status, sexual orientation, a physical disability, religion, membership or participation in an employee organization.

4. ARTICLE IV – ORGANIZATIONAL SECURITY*

4.1 Employee Rights

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

4.2 Association Dues

Any unit member who is a member of the Gridley 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 (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

4.3 Representation Fee

Any unit member who is not a member of the Gridley Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of commencement of assigned duties within the bargaining unit after the effective date of this Article, shall become a member of the Association or pay to the Association a fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association in the same manner as required for the payment of membership dues, provided in Section 1.0 of this Article. In the event unit members shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1.0, the Association shall so inform the district, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 1.0 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions or regular dues deductions.

4.4 Employees Exempted From Obligation to Pay Association

4.4.1 Any unit member shall be exempted from the requirements of Section 4.3.0 above, if such employee has a bona fide religious objection to the payment of any fee in support of a union or employee organization as defined in Section 3540.1(d) of the Government Code.

4.4.2 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to

one or more non-religious, non-labor charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code.

4.5 Hold Harmless

4.5.1 The Association shall indemnify and hold the District harmless against any and all judgments that arise in connection with the representation fee provision defined herein.

4.5.2 The Association also agrees that it will pay court costs and reasonable legal fees and costs incurred by the District that arise in connection with litigation or threatened litigation concerning the representation fee provisions defined herein.

4.5.3 The District agrees to meet with the Association to discuss the best course of action before it implements this hold harmless provision, and to continue such discussion during the course of any related legal action.

4.5.4 The Association will have the exclusive right to decide and determine which matters referred to in this section shall be compromised, resisted, defended, tried, or appealed.

4.6 The provisions of this Article shall be applied consistent with applicable law and Rules and Regulations of the Public Employment Relations Board.

5. ARTICLE V – ASSOCIATION RIGHTS*

- 5.1 The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the EERA.
- 5.2 The Association shall receive three (3) copies of the Agenda of the Gridley Unified School District Board of Trustees public meetings.
- 5.3 The Association shall receive three (3) copies of the Minutes of the Gridley Unified School District Board of Trustees public meetings.
- 5.4 The Association may designate up to two (2) employees who are Association members to be allowed to attend meetings of Association business, with the following stipulations.
 - 5.4.1 The Association to request such absence at least forty-eight (48) hours in advance.
 - 5.4.2 The Employer to respond at least twenty-four (24) hours in advance.
 - 5.4.3 The Association shall bear the substitute cost of such absence.
- 5.5 The Association shall receive copies of the District's approved budget.

6. ARTICLE VI – MANAGEMENT RIGHTS *

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

7. ARTICLE VII – GRIEVANCE PROCEDURES*

7.1 Definitions

- 7.1.1 A Grievance is an allegation by a grievant that there has been misinterpretation, misapplication or violation of a specific provision of this agreement.
- 7.1.2 A grievant is a bargaining unit member of the Association.
- 7.1.3 A day is any day in which the District administrative office is open for business.
- 7.1.4 The employee's Immediate Supervisor is the administrator so designated.
- 7.1.5 Actions to challenge or change the general policies of the District as set forth in the rules and regulations or the administrative regulations must be taken under separate process. Other employer-employee relation matters for which specific methods of review are prescribed by law are not within the scope of this procedure.

7.2 Purpose

- 7.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the teacher. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 7.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without the intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 7.2.3 Since it is important that grievances be processed as rapidly as possible, the limits specified at each level should be considered to be maximum; every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 7.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to the grieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

7.3 Informal Level

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant should have reasonably known of the occurrence of the act or omission, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

7.4 Formal Level

7.4.1 Level One: Within ten (10) days after the informal conference, if there is no satisfactory settlement of the grievance, the grievant must present the grievance in writing to the immediate supervisor on the District Grievance Form.

The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

7.4.2 Level Two: Within ten (10) days after the decision at Level One, the grievant may file a written appeal with the Superintendent or designee. The appeal shall include a copy of the Level One decision.

The Superintendent or designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent or designee fails to respond within the time limits, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference.

7.4.3 Level Three-Mediation: In the event the grievance is not adjusted at Level Two, the Association may submit a written request to the Superintendent or designee for mediation.

The District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service. The mediation level shall be utilized only upon mutual agreement between both parties. If the parties do not agree, the Association may proceed to Level 4. During the pendency of mediation, the time lines for further processing of the grievance shall be stayed.

7.4.4 Level Four-Binding Arbitration: In the event the grievance is not adjusted at Level Three, the Association may submit a written request to the Superintendent or designee for arbitration. The District and Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be

selected, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts.

The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin. In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and an award to both parties.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator nor on facts not supported by the evidence. Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them. The findings and decision of the arbitrator shall be final and binding on all parties subject to established right of judicial review.

7.5 Miscellaneous Provisions

- 7.5.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.
- 7.5.2 Timelines in this procedure may be extended by written mutual agreement between the parties.
- 7.5.3 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- 7.5.4 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until the association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 7.5.5 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other grievant may process the grievance through the grievance

procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

- 7.5.6 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be public without the written agreement of all parties.
- 7.5.7 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.

8. ARTICLE VIII – ACADEMIC FREEDOM

- 8.1 Unit members shall be accorded the right to academic freedom, within the parameters of the California Common Core State Standards and Board policy.
 - 8.1.1 If the Board is going to change its policy, it shall first meet and complete negotiations on the impact of any proposed change before it is instituted.
- 8.2 All instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritage.

9. ARTICLE IX – LEAVE POLICIES

9.1 Personal Illness

Sick leave is granted to all certificated employees for a period of eleven (11) days per year. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to a certificated employee's health may be allowed as sick leave when such treatments or examinations need to be made during school time. An employee may be required to secure doctor's verification of illness if he has been on sick leave for five (5) consecutive school days.

9.2 Illness or Quarantine

Certificated employees absent due to illness or quarantine imposed by health authorities shall have no salary deductions if such absence period is covered by days accumulated for sick leave. Partial days shall be computed by the hour.

9.3 Absence for Illness beyond Sick Leave

9.3.1 The District shall provide each member with a written statement of his/her accrued sick leave total. Such statement shall be provided at the beginning of each school year with the first paycheck. For the purpose of calculating sick leave a day equals seven (7) hours.

9.3.2 For a period of up to five (5) months, certificated employees absent for illness beyond their accumulated sick leave shall receive differential pay (their salary less the cost of substitutes).

9.3.3 Should a substitute be paid more than the regular or long-term substitute rate, the district shall incur the cost of the difference between the two (2) rates.

9.3.4 Certificated employees absent for illness beyond the number of days accumulated for sick leave shall have deducted from their salaries the amount paid to substitute teachers for those days beyond sick leave allowance for the period of five (5) months. The Board shall provide each teacher with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the school year. Such statement shall be provided each school year.

9.4 Educational Trips

Absence with pay will be allowed by the District Superintendent for approved trips to educational conferences or trips involving school business. The Board of Trustees' advance approval will be required for overnight or longer trips involving students.

9.5 Personal Necessity

Any days of leave for illness or injury granted by law may be used by the certificated employees, at their election, in cases of personal necessity. A maximum of seven (7) days of accumulated leave may be used in any school year for personal necessity leave.

Personal necessity leave shall be limited to circumstances that:

- 9.5.1 Are serious (emergency) in nature.
- 9.5.2 The employee cannot reasonably be expected to disregard.
- 9.5.3 Necessitates immediate action.
- 9.5.4 Cannot be taken care of after work hours or on weekends.

Examples, including but not limited to:

- 9.5.4.1 Appearance in court as a litigant.
- 9.5.4.2 Domestic problems and personal family problems that meet the criteria of numbers 9.5.1 through 9.5.4 above shall be considered as personal necessity conditions at the request of the employee.

Advance permission of the District shall not be required for the following reasons:

- 9.5.4.3 Death or serious illness of a member of the immediate family.
- 9.5.4.4 Accident involving his person or property or the person or property of a member of the immediate family.

Other requests for Personal Necessity Leave should be submitted in writing in advance of the date of the requested leave, excepting in those cases wherein an emergency would preclude the employee from executing such written request. In that instance, the employee shall attempt to make verbal contact with his immediate supervisor indicating his request for Personal Necessity Leave.

In those situations when written permission is not required or cannot be accomplished due to an emergency, the form requesting Personal Necessity Leave shall be completed by the employee upon return from his/her leave. The request must include a brief statement of the personal necessity (i.e., personal problems, or car broke down). The principal may, at his/her discretion, request an interview with the employee to further determine the nature of the leave. If, in the principal's judgment, the leave does not fulfill the criteria for Personal Necessity Leave, he/she shall so notify the employee of this decision in writing together with the reasons for the decision, at which time the employee shall sign this notification thereby signifying that the principal has correctly represented the requested leave and the reasons for refusing this leave. If the principal determines such personal necessity has been indicated, the Personal Necessity Leave will be granted.

Requests for personal Necessity Leave by any certificated employee not immediately responsible to a principal are subject to the same criteria and shall be submitted to his/her immediate supervisor.

If it is determined that the employee has not qualified for Personal Necessity leave, the full daily rate shall be deducted for that period of unqualified leave taken.

All requests for Personal Necessity Leave shall be submitted by the employee directly to his/her principal or immediate supervisor who shall file the statement in his/her own files after approving or disapproving the request.

9.6 Extraordinary Leaves

If the employee requests a leave that is not included in the above categories and that might be considered extraordinary, the request shall be reviewed by the Principal and presented to the Superintendent. The Superintendent will respond in writing in a timely manner, and if the leave is denied the reasons shall be included in the letter. If the leave is approved, the costs of the substitute(s) shall be deducted from the employee's daily rate and the days absent will not be deducted from sick leave. Approval of the request shall include consideration of both the unique needs of the employee as well as the needs of the school/classroom.

9.7 Rules and Regulations Governing Absence for Personal Reasons

9.7.1 Teachers desiring to attend their children's programs may be granted permission to leave their class for one hour or less under the following provisions.

9.7.1.1 With the principal's permission and upon approval of the class reorganization.

9.7.1.2 A 3-day minimum advance notice to be given to the Principal.

9.7.2 Compelling Personal Importance Leave

Every teacher shall be allowed four (4) days each year to be absent from school due to compelling personal importance. This absence shall be deducted from his/her annual sick leave credit. An individual desirous of using a day of sick leave for compelling personal importance shall adhere to the following guidelines:

9.7.2.1 Complete and submit the request for compelling personal importance leave on an appropriate form.

9.7.2.2 The form shall be submitted to the building principal seventy-two (72) hours prior to the start of the requested leave.

9.7.2.3 The request for leave will be granted provided lesson plans are current and an authorized substitute is available.

9.8 Bereavement Leave

- 9.8.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary or sick leave on account of the death of a member of the “immediate family.”
- 9.8.2 If travel out of state or travel of greater than three-hundred (300) miles one (1) way is required, a unit member shall be entitled to a maximum of two (2) additional days Bereavement Leave.
- 9.8.3 For purposes of this provision, an immediate family member shall be limited to: the parent, grandparent or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. The Superintendent may grant, upon the written request of an employee, application of this provision to persons other than the immediate family based upon a close personal relationship.

9.9 Pregnancy/Paternity Leave

Definition: Pregnancy/Paternity Leave is absence from school by a parent in connection with the arrival of a new child, either through natural birth or through adoption.

Pregnancy means the entire process of pregnancy, childbirth, and recovery there from, and includes false pregnancy, miscarriage and abortion.

General Provisions:

- 9.9.1 Female certificated employees shall be eligible for disability and pregnancy leave of absence upon written request to the Superintendent.
- 9.9.2 The female certificated employee and her physician shall determine time said leave shall commence and terminate taking into consideration the best interest of the health of the employee and the welfare of the school district.
- 9.9.3 Disabilities caused or contributed to by pregnancy shall be treated as temporary disabilities for all job related purposes, including commencement, duration and extensions of leave, payment of sick leave, accrual of sick leave, accrual of seniority and other benefits of service.
- 9.9.4 No employee shall be required to begin her pregnancy leave so long as the employee’s physician certifies in writing that she is capable of performing her duties.

- 9.9.5 Every employee on pregnancy leave shall be permitted to return to her employment no later than two (2) weeks after the employee's physician certifies in writing that she is physically capable of performing her duties, provided the position is still in existence and, if not, in a similar position. The person employed to fulfill the female certificated employee's assignment shall be designated "substitute" or "temporary".
- 9.9.6 Accrued sick leave may be used for leaves of absence for disabilities caused or contributed to by pregnancy. After the employee has exhausted her accrued sick leave, she shall then be entitled to a differential pay period of five (5) school months or one-hundred (100) days. She shall be entitled to receive the difference between her salary and that of the substitute. Should additional leave be requested either prior to, or past that period of disability as certified by the physician, such non-disability leave shall be an Extended Leave without pay and the employee shall have the responsibility to pay the premiums for any and all fringe benefits. Such requests shall be made in writing and shall be subject to the approval of the Board of Trustees.
- 9.9.7 Maternity leave may be extended beyond the release date stated by the attending physician; however, every attempt should be made not to have the extended leave cause an interruption to classes in two (2) separate school years. If the leave extends to one (1) year, the Superintendent will request consultation with the employee and discuss the most appropriate time for her return.
- 9.10 Parental Leave
- 9.10.1 Regardless of the limits in 9.9 above, each unit member may be allowed up to twelve (12) weeks personal necessity leave for purposes of bonding with a newborn infant or with a recently adopted child.
- 9.10.2 This leave shall run concurrently with any pregnancy disability leave in the case of a newborn infant, or the first day of adoption for a newly acquired child.
- 9.10.3 This leave will run concurrently with leave rights under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (FRA).
- 9.10.4 A unit member may use any accrued sick leave (as personal leave) for continuation of pay during the twelve (12) week period of leave. It is understood that if there is not enough actual accrued sick leave, differential pay begins upon exhaustion of accrued leave. During the twelve (12) week period of leave, the District will continue the District's contribution to medical, dental and vision insurances.

9.11 District Industrial Accident Policy

Supplemental compensation will not exceed sixty (60) working days for any one (1) accident to a certificated employee who has been employed for a period of three (3) years by the Gridley Unified School District. Such industrial accident compensation shall be governed by the following:

- 9.11.1 Supplemental pay will commence on the first day of absence.
- 9.11.2 When an employee is absent from his duties because of an industrial accident, he shall be paid such portion of the salary due him for the month in which the absence occurs as when added to the disability indemnity will result in a payment to him of not more than his full salary.
- 9.11.3 When entitlement to supplemental compensation has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workman's compensation, he shall be entitled to use only so much of his available sick leave, which, when added to the workman's compensation award, will provide for a full day's wage.
- 9.11.4 When the accumulated sick leave is exhausted, the provisions in the Absence beyond Sick Leave Policy (9.3) will be in effect.
- 9.11.5 No items in 9.11.1 through 9.11.4 shall be interpreted to have a limiting effect on the Workman's Compensation regulations.

9.12 Leave of Absence

An unpaid leave of absence for no more than one (1) continuous school year shall be granted to the teacher endeavoring to improve his teaching competence in his assigned field(s) at an institution of higher learning. An unpaid leave of absence for personal reasons may be granted to the teacher. All requests for the ensuing year must be submitted to the Superintendent prior to June 1st.

No more than one (1) teacher will be granted leave for study in a given school year without Board approval.

All teachers granted a study leave will commit themselves to remain with the Gridley Unified School District for one year following the granting of such leave.

9.13 Association Leave

- 9.13.1 Three (3) days of paid leave will be available each school year to the President of the Gridley Teachers Association or his/her designee for association business. Prior notification of the principal as far in advance as possible shall be provided.

Additional days of such paid leave for purposes which benefit the District educational program may be granted by the Superintendent.

9.13.2 The Association is also eligible to receive up to an additional five (5) days of paid leave each school year contingent upon the Association reimbursing the District for the costs of substitutes employed for coverage during the leaves. Such leave is contingent upon the advance approval of the Principal based upon his/her determination that the employee can be spared and that a suitable substitute is available.

9.13.3 All such leaves may be used by the Association for purposes related to its role as the exclusive representative of District certificated employees. Such leave may not be used for matters related to concerted activities nor for business of a District other than the Gridley Unified School District.

9.14 Miscellaneous Leave Provisions

A teacher on a paid or unpaid leave of absence shall be entitled to (a) return to the same or similar position which he held immediately before commencement of the leave (b) be able to continue all insurances and other benefits if the individual pays for same.

9.15 Early Retirement

The Gridley Unified School District Board of Trustees shall consider requests from certificated employees to reduce their workload from full-time to part-time and have their retirement benefits based on full-time employment.

9.15.1 To qualify for consideration to participate in this program, the criteria must be met.

9.15.1.1 The employee must have reached the age of fifty-five (55) years prior to making application.

9.15.1.2 The employee must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

9.15.1.3 The employee shall have been employed by the Gridley Unified School District for a minimum of fifteen (15) years.

9.15.1.4 An employee shall not have received an overall rating lower than "Meets Standards" on the Teacher Evaluation Form during the three preceding years prior to submitting application.

9.15.1.5 The application shall be submitted to the Superintendent by February 1st preceding the fall semester in which the teacher is requesting the reduction in workload.

9.15.1.6 A letter of resignation shall be submitted with the application contingent upon approval of leave effective June 30th one (1) or two (2) years hence. After one (1) year of leave the teacher shall have the

right to request to be reinstated on a full-time basis provided the request is made prior to June 30th of the first year. After the second year, the resignation shall be mandatory.

9.15.2 The Board shall give consideration to the following factors when determining to grant or deny the application for a “reduction in workload.”

9.15.2.1 Judge the ultimate effect this type of leave request if approved will have on the education of children.

9.15.2.2 Determine that all criteria are met in the application process. Determine that no more than 6% of the certificated staff are on such leave during any school year.

9.15.2.3 Examine the availability of competent teachers who would be willing to participate in sharing a contract with the applicant.

9.15.2.4 Research the financial obligations that the District will encounter if application is approved.

9.15.3 If the leave is granted by the Board of Trustees, the following rules and regulations shall be established.

9.15.3.1 The resignation shall be approved as submitted.

9.15.3.2 The employee shall be entitled to leave for the second semester of two consecutive years. A first semester leave could be granted to one employee and a second semester leave to another employee providing each party requests the opportunity to share a teaching assignment. Both parties would still be required to meet the previously listed criteria in order to qualify.

9.15.3.3 The employee shall be paid a salary which is the pro rata share of the salary he would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he makes the payments that would be required if he remained in full-time employment.

9.15.3.4 The employee shall receive health benefits in the same manner as a full-time employee.

9.15.3.5 The employee shall receive the credit he would receive if he were employed on a full-time basis and have his retirement allowance based upon the salary he would have received.

9.16 Shared Contracts

The Administration of the Gridley Unified School District shall consider requests from certificated employees to share a contract with another teacher. All such requests shall be considered by the Building Principal and the Superintendent.

The following guidelines are pertinent to the request:

- 9.16.1 The employee requesting to share a contract must be tenured employees of the Gridley Unified School District.
- 9.16.2 Teachers who apply for a job share position shall first discuss the terms and conditions of the proposed assignment with the principal.
- 9.16.3 The request along with the Building Principal's recommendation shall be submitted to the Superintendent for consideration of final approval prior to February 1st preceding the fall semester in which the shared contract is to be effective.
- 9.16.4 The contract shall be based upon a salary which is the pro rata share of the salary he/she would be earning at full-time employment.
- 9.16.5 In the event that a teacher wishes to share a contract and cannot find a partner, the district will assist by advertising for a potential partner within the district. The requesting teacher will have the opportunity to meet and develop a job share plan with any individual who submits a letter of interest.
 - 9.16.5.1 When it is not possible to comply with 9.16.1 an employee desiring to share a contract may request that the Superintendent waive the requirements specified in 9.16.1. The Superintendent's decision shall be binding and not subject to the grievance procedure.
- 9.16.6 The division of labor and time shall be clearly defined by the teacher in his/her application.
 - 9.16.6.1 The Building Principal and the Superintendent shall examine the compatibility and qualifications of the team making the request and determine if sharing such contract is in the best interest of children. Approval shall not be withheld arbitrarily, capriciously or discriminatorily.
- 9.16.7 Both teachers will participate in staff meetings, parent conferences, supervision, etc. as defined in 9.16.5 and approved by the Building Principal.
- 9.16.8 Costs of insurance coverage and other benefits provided by the district shall not be added to, but shall be divided between the two (2) contract sharers. Retirement credit shall be divided equally between the two (2) employees.
- 9.16.9 The two (2) participating teachers shall be on an appropriate leave of absence status during the period of the shared contract.
- 9.16.10 Should the employee wish to return to full-time employment, notice must be given prior to February 1st preceding the Fall semester when he or she will again be employed full-time.

9.16.11 The administration shall consider all applicants which meet the deadline.

9.17 Donated Sick Leave

9.17.1 Employees who have exhausted fully paid leaves may use donated sick leave under the following provisions.

9.17.1.1 Donated sick leave shall begin no sooner than the eleventh (11th) work day of absence in the school year, and only after all other personal accumulated sick leave and other fully paid time-off has been exhausted.

9.17.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

9.17.2 To request donated sick leave, the unit member or his/her designee will submit a request in writing, on forms provided by and approved by the District, to the Association President stating the facts which require a need for a transfer from the donated sick leave bank and providing verification of catastrophic injury or illness.

9.17.3 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

9.17.4 For the purpose of this donated sick leave provision, a member of the employee's family will be limited to spouse, children, mother, father, or an individual over which the employee has legal guardianship.

9.17.5 As soon as practical, a DSL committee composed of three (3) association members and the Superintendent or his/her designee, will meet and determine whether or not the unit member's request shall be approved.

9.17.5.1 If the request is denied, the Association President will notify the unit member or his/her designee.

9.17.5.2 If the request is approved, the Association will submit the required forms to the District authorizing the transfer of a specified number of days from the DSL bank to the requesting unit member's sick leave account.

- 9.17.6 The DSL bank will be reduced by one full day or one-half day, as needed for each day of DSL awarded to the requesting unit member.
- 9.17.7 In the event an employee exhausts his/her authorized number of days from the DSL bank, the employee or his/her designee may request additional DSL pursuant to this section. However, in no event may the employee be eligible to use more than twelve (12) consecutive months of DSL.
- 9.17.8 Donations to the DSL bank may be made under the following provisions:
 - 9.17.8.1 Any unit member may donate to the bank providing that a minimum of fifteen (15) days of sick leave is retained in his/her personal sick leave account.
 - 9.17.8.2 Any member with less than fifteen (15) days accumulated sick leave may submit a request to the Association President, in writing, to donate a specified number of days stating the reason why such an exception should be made.
- 9.17.9 A notification of approval, or denial, of such a request will be provided to the unit member, in writing, after the DSL committee has met and reached a decision.
- 9.17.10 The maximum number of days an employee can contribute per year—pursuant to this section is ten (10).
- 9.17.11 In the event that days donated to the sick leave bank are not used, then those days will be retained in the sick leave bank. The Association has the ability at any time during the school year to solicit unit members for donations to the DSL bank.
- 9.17.12 To apply to donate sick leave days to the bank, the unit member will submit a request in writing to the Association President, on forms provided by and approved by the District, specifying the number of days to be donated.
- 9.17.13 The Association agrees that it will not file, on its own behalf or on behalf of any unit member, a grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 9.17.14 The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

9.17.15 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District will provide the Association with thirty (30) days written notice of termination of this provision.

9.18 Judicial Leave

9.18.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as litigant and for reasons not brought about through the unit member's connivance or misconduct. The unit member shall notify the District immediately upon receipt of notice for jury duty.

9.18.2 During such Judicial Leave, the unit member will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service or witness fees, excluding expenses.

9.19 Legislative Leave

If a permanent unit member is elected to the Legislature, he/she shall be granted a leave of absence from his/her duties as an employee of the District. During the term of such leave of absence the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for compensation and upon such terms and conditions as may be mutually agreed. The unit member's leave of absence shall not affect in any way his/her classification. Within six (6) months after the unit member's term of office expires, he/she shall be entitled to return to the position he/she held at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section. A person employed to take the place of any such unit member shall not have any right to the position following the unit member's return to the position.

9.20 Military Leave

9.20.1 Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veteran's code.

9.20.2 An employee currently or potentially called to active military duty is entitled to information from the district regarding policies and procedures in reference to rights and privileges pursuant to Military Leave. Information about Military Leave from the district and/or a meeting with the superintendent is available at the employee's request.

9.21 Family and Medical Leave (Unpaid)

9.21.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least one thousand, two-

hundred fifty (1,250) hours of service during the preceding twelve (12) month period are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies.

9.21.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse or parent with a serious health condition.

9.21.3 During this unpaid leave, the District will continue its regular payment of group insurance premiums.

9.22 Leave of Absence Without Pay

9.22.1 Upon the Superintendent's recommendation and the Governing Board approval, leave without compensation, salary increment, or tenure credit may be granted for a period of one (1) school year. If requested by the unit member, an additional year may be granted upon Governing Board approval.

9.22.2 "Other Leaves" may include, but not be limited to, care for a member of the immediate family who is ill, long-term illness of the unit member, child care, professional study or research, government-sponsored foreign service, temporary relocation of family, and family hardship.

9.22.3 Advance approval is required. Requests are to be made on the appropriate form at least thirty (30) calendar days prior to the requested leave, except in the event of unforeseen circumstances. Leave taken without approval shall be considered unauthorized leave.

9.22.4 Requests for leaves of up to twenty (20) working days may be approved by the Superintendent/Principal. Leave requests for greater than twenty (20) working days require the approval of the Governing Board.

9.22.5 Unit members who take a leave without pay of greater than thirty (30) working days may continue their District insurance coverage's at their own expense, subject to the procedures and requirements of the District and the group insurance carrier or administrator.

9.22.6 A unit member on such leave which includes the second school semester shall notify the District Office by March 1st of the school year as his/her intent to return to District employment.

10. ARTICLE X – ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS *

10.1 Assignments and Change of Assignments

- 10.1.1 For purposes of this Article, assignment is the designation of a specific position or responsibilities within a school or department or work location. Assignment includes the initial placement of a newly employed bargaining unit member in a specific school or work location as well as the change of a unit member's position or responsibilities within the same school, department or work location. Assignment does not include any extracurricular duty.
- 10.1.2 The Superintendent or designee will assign bargaining unit members based on the unit member's credentials, teaching experience in a subject matter, grade level, training, major and minor fields of study, advanced degrees related to the assignment, documented strengths or weaknesses, affirmative action requirements, seniority, and documented staffing needs for the effective operation of the school. The District shall not change a member's assignment for arbitrary, capricious or discriminatory reasons.
- 10.1.3 For purposes of this Article, a change in assignment is any change in a unit member's assignment as defined in Section 10.1.1.
- 10.1.4 Once each year, a unit member will submit a District Placement Preference Form. The Superintendent or designee shall consider a unit member's preference in making assignments.
- 10.1.5 The Superintendent or designee shall confer with the unit member to discuss any proposed change of assignment. Written notice of a change of assignment shall be given to a unit member during a conference with the originator of said change prior to the change of assignment. The unit member may request that the specific reason for the change be given to him/her in writing.
- 10.1.6 Not later than April 30th a unit member shall be given notice of tentative assignments for the next school year.
- 10.1.7 A list of tentative staffing assignments for the next school year shall be posted in at least two (2) conspicuous locations in each school by May 15th. The list will also be sent to GTA. Unit members will be notified in writing as soon as possible of any change of assignment made after the close of school.

10.2 Reassignment Due to Layoff

- 10.2.1 For purposes of this Article, reassignment shall be defined as a change to a different program and/or a movement from one work site to another as a result of layoff pursuant to Education Code Section 44955, and which may be

necessary to assure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.

- 10.2.2 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment at least ten (10) calendar days prior to the effective date of such reassignment and, in addition, upon request, will be entitled to a conference with the principal and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

10.3 Unit Member-Initiated (Voluntary) Transfers

- 10.3.1 For purposes of this Article, a transfer shall consist of a change in work location of a unit member from one (1) school or work site to another school or work site within the District. Such a transfer does not encompass the process of assignment to a specific position and responsibilities within the school, or department, or work location. A unit member assigned to more than one (1) work site shall be considered as being transferred only when moved from one District-wide program to another program.

- 10.3.2 All unit vacancies will be posted. These positions will be filled from any qualified internal applicants. If there are no qualified internal applicants the District may hire from outside the unit. Qualified shall be determined from the criteria listed in 10.1.2.

- 10.3.3 A "vacancy" is any new position, or any initial opening arising from a resignation, retirement, or termination, or any position to which a unit member is not assigned or which is not committed because of leaves, transfers or layoffs.

- 10.3.4 Notices of vacancies shall remain posted for at least ten (10) working days in the District administration office and the staff room at each site. Vacancy notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment, credential and other special requirements. A copy of the vacancy notice shall be forwarded to the Association. During summer vacation, vacancy notices will be mailed to the Association, and to bargaining unit members who have indicated to the District, in writing or on their placement preference form, an interest in vacancies.

- 10.3.4.1 Should a position be vacated less than 15 calendar days prior to the start of the school year, it may be filled by an external candidate for the current school year only. If the position is filled by an external candidate, the position will then be posted beginning March 1st for

internal only transfer/reassignment to be filled for fall of the next school year.

- 10.3.5 The District shall post anticipated vacancies for the succeeding school year beginning March 1st.
- 10.3.6 A request for transfer will be sent to the Superintendent or his designee. A conference shall be held at the request of the unit member with the Superintendent or designee in order to discuss the request.
- 10.3.7 Requests for voluntary transfer for each vacancy shall be processed as follows:

- 10.3.7.1 The District Office shall determine whether each unit member requesting the transfer holds the necessary credential and endorsement/authorizations.
- 10.3.7.2 Of those requesting a transfer, the appropriately credentialed unit members shall be ranked as described in 10.1.2. Qualified Unit members will be offered the posted position(s) prior to any hiring of qualified non-unit applicants.
- 10.3.7.3 If a voluntary transfer is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.
- 10.3.7.4 Interviews shall be conducted by a committee. Each Interview Committee shall minimally include the site administrator or designee and the GTA building representative or designee. If additional teachers are needed they shall be appointed by the Association.
- 10.3.7.5 After offering an interview opportunity to appropriate unit members requesting a transfer, the Committee shall submit a recommendation in writing to the Superintendent or designee. In the event candidates for a position are substantially equal based on the criteria specified in Section 10.1.2, the candidate with the greater seniority shall be recommended. The Superintendent or designee shall make the final decision.
- 10.3.7.6 The unit member requesting transfer shall be notified in writing within ten (10) working days by the Superintendent or designee of the acceptance or denial of the transfer.

10.4 Involuntary Transfer Procedures

- 10.4.1 District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance pursuant to Section 10.4.2. Unit members to be involuntarily transferred, other than those being transferred to improve performance pursuant to Section 10.4.2, shall have the right to indicate preferences in writing from a list of known vacancies. The Superintendent or designee shall honor such

preferences, unless extenuating circumstances exist, in accordance with the criteria in Section 10.1.2.

- 10.4.2 An involuntary transfer may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; verified curricular needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary transfer to improve performance. No unit member shall be involuntarily transferred for arbitrary, capricious or discriminatory reasons.
- 10.4.3 Written notice of an involuntary transfer, and specific reasons when requested by the unit member, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) days notice shall be given before the transfer takes effect.
- 10.4.4 Unit member(s) involuntarily transferred will be placed in open positions comparable as possible to the previously held position(s).
- 10.4.5 No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.
- 10.4.6 Any unit member who is involuntarily transferred shall not be involuntarily transferred for two (2) school years. If the involuntary transfer is due to enrollment changes, the unit member(s) will have the first rights of return, to their original grade level or department.

10.5 Relocation Assistance

- 10.5.1 When an involuntary transfer or District-initiated change in assignment is necessary, the District will provide for all packing, transporting, and unpacking of the individual's materials.
- 10.5.2 Upon request, the unit member(s) shall receive three (3) school days for preparation time for involuntary transfer(s) and/or involuntary change(s) in assignment and one (1) school day of preparation time for voluntary transfer(s) and/or voluntary change(s) in assignment(s).

11. ARTICLE XI – HOURS AND DAYS OF EMPLOYMENT

11.1 Bargaining Unit Member Work Day

Beginning in the 2006-2007 school year, the bargaining unit member work year shall include one hundred eighty (180) days of student instruction, two (2) staff development days and one (1) site orientation day, which will be 50% site meeting and 50% teacher class preparation time. Beginning in the 2015-2016 school year, the three (3) staff development days will be scheduled no earlier than the Monday, Tuesday and Wednesday of the week before the start of school. Should the Butte County Fair no longer exist, move to a weekend earlier in August, or move to a month other than August, or should the first day of school be mutually negotiated to occur before or after the Monday following the Butte County Fair, the placement of the three (3) staff development days will be on the weekdays immediately preceding the first day of school.

11.2 Staff Development Days

The Association and the District shall implement the Instructional Time and Staff Development Reform Program (“Staff Development Program”) (Education Code §44579.1 *et seq.* The terms, conditions and provisions of the Staff Development Program are all applicable here and are incorporated by reference.

11.2.1 It is understood and agreed that all of the three (3) staff development days will terminate should the Legislature repeal funding, in whole or in part. In the event of such termination, the unit members’ salary schedule shall be reduced by 1.92%, the work year will be reduced to one hundred eighty (180) days and Article 11.2 shall be of no further force or effect.

11.2.2 In the event of such termination, the parties agree to negotiate the effects in a timely manner.

11.3 Calendar

11.3.1 The Gridley Unified School District (GSUD) and the Gridley Teachers Association (GTA) shall work together to develop and Instructional/Workday calendar for each school year. The recommendations will be submitted to the respective bargaining teams for negotiations. This calendar committee shall be comprised of no more than nine (9) members with four (4) being GTA representatives appointed by the GTA President or designee. This calendar committee shall meet no later than February 1st of each year.

11.3.2 The final calendar will then go to the Board of Trustees for approval.

11.4 Bargaining Unit Member Work Day

11.4.1 The professional duty day shall be seven (7) hours and forty (40) minutes. This time is inclusive of duty free lunches, nutrition break, recess, and passing periods.

11.4.2 At the conclusion of a teachers last class, with the prior notification of the principal and/or designee, (s)he shall be excused, consistent with professional responsibilities, due to a matter of compelling personal importance which cannot be taken care of outside of regular assigned duty hours, such as personal and family medical and dental appointments, care of ill family members, and personal business.

11.4.3 Teachers may have an early release from school on the last day prior to Winter vacation, Spring vacation, and the last day of school after that teachers last class has been dismissed.

11.4.3.1 Those kindergarten teachers who teach in the afternoon may arrive at school one (1) hour after the start of the teaching day on those days listed in 11.4.3 and 11.4.4.

11.4.4 If teachers are required to work on the Wednesday immediately preceding Thanksgiving, such workday shall be declared a minimum day. If the Wednesday prior to Thanksgiving is not a scheduled workday, then the preceding Tuesday will be a regular workday.

11.5 Student Contact Time

11.5.1 High School:
There shall be an annual minimum of 64,800 instructional minutes per teacher, exclusive of lunch.

11.5.2 Grades 4-8:
There shall be an annual minimum of 55,520 instructional minutes per teacher, exclusive of lunch.

11.5.3 Grades 1-3:
There shall be an annual minimum of 50,400 instructional minutes per teacher, exclusive of lunch.

11.5.4 Kindergarten:
There shall be an annual minimum of 36,000 instructional minutes per teacher, exclusive of lunch.

11.6 Other Duties

11.6.1 If a school plans a Back-to-School Night or Open House, teachers shall participate. At the High School and Middle School, teachers shall also attend

Commencement Exercises. Attendance at Commencement Exercises that are scheduled outside of the work year shall be voluntary.

- 11.6.2 Every certificated staff shall perform a maximum of seven (7) hours per year of additional duties such as chaperoning, athletic events, plays, dances, graduation, music festivals, etc. Any certificated employee who volunteers to chaperone a function which lasts seven (7) or more hours will complete his/her required extra duty assignment by chaperoning one (1) additional function. Chaperoning assignments shall be for the activities designated for the school to which the employee is assigned. Any additional hours will be on a voluntary basis.
- 11.6.3 Special Education teachers shall be exempt from fulfilling the seven (7) hours of additional duties described above, due to the time spent annually on Individual Education Plans and Student Study Teams.
- 11.6.4 Attendance at other school-related functions shall be on a voluntary basis.
- 11.7 Every effort will be made to limit the length of staff meetings to the regular workday hours. No grade level, department, building, or district meetings shall be held on Friday unless necessitated by an emergency as determined by the Superintendent.
- 11.8 Following the regular dismissal of students on the first Monday of every month, time will be set aside for Association meetings.
- 11.9 Lunch Periods
 - 11.9.1 Elementary & Middle School:
Lunch periods shall be forty-five (45) minutes in length, and teachers shall be granted a minimum of thirty (30) minutes duty free even on rainy days.
 - 11.9.2 High School:
Teachers shall be entitled to a duty free lunch period equal to the student's lunch period. Teachers shall be available for emergency assignment at the request of administration.
- 11.10 Preparation Time
 - 11.10.1 High School:
Unit members shall have the equivalent of one (1) period per day for preparation.
 - 11.10.2 Middle School:
Teachers shall have the equivalent of one (1) period per day for preparation. Monday, Tuesday, Thursday, and Friday it shall be forty-five (45) minutes. On Wednesday it shall be thirty-eight (38) minutes due to minimum day.
 - 11.10.3 Elementary School:

11.10.3.1 Kindergarten, 1st, 2nd and 3rd Grades.

Teachers shall be provided a daily preparation period consisting of a minimum of thirty (30) minutes.

11.10.3.2 4th & 5th Grades:

Teachers shall receive the following preparation periods during the student day: Monday, Tuesday, Thursday, and Friday it shall be fifty (50) minutes. On Wednesday it shall be fifteen (15) minutes due to minimum day.

11.11 Substitution on Prep Time: Teachers may be requested from time to time to substitute for another teacher during his or her preparation period. A teacher substituting for another teacher during his or her preparation period will be paid at the extra duty hourly rate calculated from Step 4 Class 1.

11.12 Voluntary Coverage for Partial Day Absence

11.12.1 If there is no cost to the District, Sick leave will not be deducted from the unit member when she/he needs to leave campus for two (2) periods or less on any given day. The agreement will be made with the teacher and the site principal or designee and unit members will keep track of the time.

11.13 Minimum Days

11.13.1 High School:

The last day of each semester shall also be designated as a minimum day.

11.13.2 Elementary and Middle School:

One (1) minimum day per quarter shall be reserved for teacher report card preparation. There shall be no site or district meetings scheduled during this time.

12. ARTICLE XII – CLASS SIZE

The district will maintain class sizes as specified below:

12.1 Kindergarten through Grade 3

The maximum number will be a school site average of 24:1. Should funding for smaller class sizes in grades K-3 under the Local Control Funding Formula (LCFF) be discontinued, the parties shall meet and negotiate this section.

12.2 Fourth and Fifth Grade

The maximum grade level average will be thirty (30) children per classroom.

12.3 Sixth through Twelfth Grades

12.3.1 In the sixth through twelfth grade academic classes, the maximum class average per school should be thirty (30) students.

12.3.2 For Safety Reasons, in classes which are industrial arts and laboratory science classes, the number of students shall not exceed the number of laboratory stations.

12.3.3 The Administration will make efforts to limit physical education classes to an average of forty (40) students.

12.3.4 Sizes of other classes such as band, chorus, exploratory or other special classes should not be unreasonably large for the grade level or subject taught. The review process of Article 12.4 below may be initiated by a teacher who feels the size of his/her class is unreasonably large.

12.4 Class Size Review Procedures

In the event the above class sizes are exceeded by five (5) students for a period of fifteen (15) consecutive school days, the building principal will meet with the affected teacher(s). An Association representative will participate in such meetings. The principal and teachers(s) shall explore alternative solutions, including, but not limited to, additional aide time, developing combination classes, employing additional teaching time, and balancing students between classes. If no agreement is reached, the Superintendent shall meet with the principal and teachers to attempt to develop an acceptable solution. If the affected teachers(s) are not satisfied with the meeting(s) with the Superintendent, he/she may refer the matter for consideration by the Board of Trustees. After considering the matter and relevant information presented, the Board shall render a final and binding decision.

12.5 Full Inclusion

DEFINITION: Full inclusion exists when pupils with severe physical, emotional and /or developmental disabilities as identified on the student's IEP form attend age appropriate regular education classes in their home school for the approximate same number of instructional minutes as their peers with support and funding.

- 12.5.1 Every effort will be made to equally distribute full inclusion student between the classrooms at each grade level in grades kindergarten through fifth grade, and equally distributed in course offerings at the sixth through twelfth grade levels.
- 12.5.2 Each site will have a full inclusion planning team consisting of the county itinerant teacher, site principal, the general education teachers with identified full inclusion pupils and the special day class teacher as appropriate.
 - 12.5.2.1 It will be the responsibility of the planning team to develop a set of guidelines.
 - 12.5.2.2 Guidelines will include, but not be limited to:
 - 12.5.2.2.1 Impact of full inclusion student on class size. Consideration of a reduced number of students in the class shall be part of the guideline discussion.
 - 12.5.2.2.2 Additional funds incurred for expenses.
 - 12.5.2.2.3 It will be the responsibility of the planning team to participate in an SST or teachers will not be required to perform medical or personal hygiene tasks as part of their duties, but will be familiar with those tasks.
 - 12.5.2.2.4 It will be the responsibility of the planning team to provide on-going support for the general education teacher with a full inclusion student IEP meeting prior to placement or within the first week of placement.
- 12.5.3 At the request of the teacher the full inclusion planning team will be convened when an existing student is identified as meeting the full inclusion as defined in 12.1.
- 12.5.4 In the event the guidelines are not addressing the needs of the teacher/instructional program, upon request by the teacher the principal shall meet with the teacher to develop an acceptable solution.

- 12.5.5 In the event the solution does not address the needs of the teacher/instructional program, upon request by the teacher the superintendent shall meet with the principal and the teacher to resolve the issues.
- 12.5.6 Unit members who are teachers of full inclusion pupils shall be allowed release time of five (5) days per year to provide planning time with appropriate support personnel. For secondary grade teachers (grades 7-12) the number of days of planning time shall be the ratio of the time each teacher spends with the student to that student's attendance day, and in no case would this release time be less than one (1) day. The planning time will be exclusive of regularly scheduled staff development days and collaborative early release days. Such planning time shall be scheduled in consultation with the principal.
- 12.5.7 Unit members who have identified full inclusion pupils will be provided specialized training as necessary and prior to placement, if possible.
- 12.5.8 Implementation of a full inclusion program will not be used as a tool for reduction in staff.
- 12.5.9 Placement of a full inclusion student will not be made without prior consultation between the site principal and the affected teacher.
- 12.5.10 If a vacancy should occur within the District after a unit member has accepted a full inclusion pupil for that school year, the District shall not deny that unit member the right to transfer to a vacant position pursuant to Article X.

13. ARTICLE XIII – SAFETY *

13.1 Unsafe Conditions

No unit member shall be required to work in a condition that threatens his or her health or safety. Therefore, unit members shall report any potentially unsafe working condition to the immediate supervisor either in writing or verbally followed in writing. The supervisor or designee shall investigate the reported condition as soon as possible and shall respond in writing or verbally followed in writing to the unit member no later than two (2) school days. The response shall include the findings concerning the condition and the District's course of action and time-line for correcting any actual unsafe working condition.

13.2 Removal of Students

Any student who is dangerous and a hazard to the safety of the students or the teacher may be immediately removed from class.

13.3 Suspension by Teacher

A teacher may suspend any pupil from his or her class, for any of the acts enumerated Education Code 48900 and 48915 for the day of the suspension and the day following.

13.3.1 The teacher shall immediately report the suspension to the appropriate administrator of the school and send the student to the office for appropriate action.

13.3.2 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests, or at his or her discretion.

13.3.3 The pupil shall not be returned to the class from which he or she was suspended, during the period of suspension, without concurrence of the teacher of the class and appropriate administrator.

13.4 A teacher may also refer a pupil, for any acts enumerated in Education Code 48900 and 48915 to the appropriate administrator for consideration of a suspension from the school.

Grounds for Suspension:

A pupil shall not be suspended from the school unless the site administrator determined that the pupil, while on the school grounds or during an activity off school grounds related to school attendance, has:

- 13.4.1 Caused or attempted to cause damage to school property or stolen or attempted to steal school property; or
- 13.4.2 Caused, attempted to cause; or threatened to cause physical injury to another person except in self defense; or
- 13.4.3 Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object of no reasonable use to the pupil at school, or at a school activity off school grounds, as the case may be; or
- 13.4.4 Unlawfully possessed, used, sold or otherwise furnished, or been under the influence of any controlled substance as defined in Section 11107 of the Health and Safety Code alcoholic beverage, or intoxicant of any kind; or
- 13.4.5 Possessed or used tobacco on school premises, except as provided in Education Code, Section 48903.6; or
- 13.4.6 Committed an obscene act or engaged in habitual profanity or vulgarity, or
- 13.4.7 Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, or administrators.

13.5 Reasonable Force

A teacher may use reasonable force as is necessary to protect himself or herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

13.6 Support for Teacher Assaulted

The board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of his or her duties. When absence arises out of or from such assault or injury, the teacher shall be paid under the applicable provisions of the law until complete recovery.

13.7 Report of Assault

- 13.7.1 Teachers shall immediately report cases of assault suffered by them in connection with their employment, to their principal or other immediate supervisor, who shall immediately report the incident.
- 13.7.2 Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for the information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

13.8 Liability Insurance

The Board will provide, at no cost to teachers, tort liability insurance coverage to protect teachers from personal loss arising from any civil suits brought against them in connection with their employment.

14. ARTICLE XIV – EVALUATION CALENDAR/PROCEDURES

In the Gridley Unified School District, the basic purpose of supervision is to improve the instructional program. While the evaluation function is a necessary and important professional responsibility, we believe that all activities related to supervision are designed to improve instruction and only secondarily are they to be a part of the evaluation process. The supervision program in the Gridley Unified School District is a professional assistance program.

14.1 Frequency of Evaluation

14.1.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will also receive interim evaluation on or before December 1st and on or before February 1st.

14.1.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members who have not been employed at least ten (10) years with the school district and are performing satisfactorily shall be formally evaluated at least once every other year.

Permanent unit members who qualify shall be evaluated at least every five (5) years. This applies to personnel with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.S.C. Sec 7801, and whose previous evaluation rated the employee as meeting standards if the evaluator and the certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Permanent unit members given a rating of “Progress Not Evident or Unsatisfactory” in any category on the Formal Evaluation Summary shall be formally evaluated each school year.

14.1.2.1 Members receiving a rating of “Progress Not Evident or Unsatisfactory” in one (1) out of the first four (4) categories shall be rated “unsatisfactory” on an observation and will need to develop a Growth Plan. Members receiving a rating of “Progress Not Evident or Unsatisfactory” in a majority of categories shall be rated unsatisfactory during the first observation period and a Growth Plan shall be developed. In order for the category to be unsatisfactory, a majority of elements must be marked “Progress Not Evident or Unsatisfactory”. If improvement is not made by the end of the year the unit member may be referred to PAR.

A rubric shall be developed during the first year to define “Progress Evident, Progress Not Evident or Unsatisfactory”

- 14.1.2.2 Unsatisfactory Overload: If a significantly greater number of teachers in the first years of PAR receive an overall rating of unsatisfactory compared to the number that received an overall unsatisfactory in 2013-14, the administrator will be asked to prove that each unit members’ teaching behavior has changed dramatically since their last individual evaluation. This must be done before the teachers begin the PAR process.

14.2 Area of Evaluation

- 14.2.1 The District shall evaluate and assess certificated unit member performance as it reasonably relates to:

- (1) Engaging and supporting all students in learning
- (2) Creating and maintaining effective environments for student learning
- (3) Understanding and organizing subject for student learning
- (4) Planning instruction and designing learning experiences for all students
- (5) Assessing student learning
- (6) Developing as a professional educator

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

- 14.2.2 The evaluation of a unit member shall not include or be based on the following:

- (1) Standardized achievement tests
- (2) Results of any tests utilized for the purpose of school improvement.
- (3) Achievement of objectives stated in IEP’s of Special Education students.

14.3 Use of Publishers’ Norms

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

14.4 Notice to Unit Members Refer to Article 20.1.3.10

14.5 Pre-Conference and Evaluation Plan

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

- 14.5.1 No later than October 15th, the standards to be achieved (as described in 14.2) during the evaluation period. Two (2) Standards will mutually be agreed upon.
- 14.5.2 A formal evaluation plan which shall offer the evaluatee an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal observation shall be conducted no later than December 1st; and
- 14.5.3 By mutual agreement, any of the following may be included as documentation of progress toward meeting District standards in the areas of evaluation described in Section 14.2: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

14.6 Classroom Observations/Post Observation Conferences

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first observation, the District shall give the unit member at least two (2) days notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

With agreement of both the unit member and the evaluator, the number of formal observations may be reduced to two (2) or one (1) and the number of informal observations may be reduced from two (2) to one (1).

14.7 Formal Evaluation Summary

- 14.7.1 District Approved evaluation form.
- 14.7.2 All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed by May 1st. All final evaluation conferences for probationary 2 unit members shall be completed by February 15th. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. All copies must be signed by the evaluator and the evaluatee.
- 14.7.3 If a permanent unit member is given a “Progress Not Evident or Unsatisfactory” on the first observation in one of the four top categories, a Growth Plan will be developed. If this happens and evidence such as described in 14.5.3 is given, evidence will be included in the Growth Plan.

- 14.7.4 Where the evaluatee receives an overall unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary.
- 14.7.5 The evaluatee shall have the right to initiate a written response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file.
- 14.7.6 No negative/unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from students, parents and/or citizens, unless the Complaints Concerning School Personnel procedures, AR 1400.02, (see appendix C attached) have been followed. Complaints which are withdrawn, shown to be false, or are not sustained by the complaint procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action against the unit member.

14.8 Alternative Evaluation

The District and the Gridley Teachers Association share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

14.8.1 Participants

The following certificated personnel will be eligible to participate in an alternative evaluation program.

- 14.8.1.1 All permanent certificated employees.
- 14.8.1.2 Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.
- 14.8.1.3 There will be no limit on the number of participants at each site.
- 14.8.1.4 The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article 14 of the Collective Bargaining Agreement.
- 14.8.1.5 Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned during the year to the traditional evaluation process as outlined in Article 14 of the Collective Bargaining Agreement between the District and GTA. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.

14.8.2 Process

14.8.2.1 Goal Setting

The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:

- 14.8.2.1.1 Agree on the goals and the selection of the alternative evaluation option.
- 14.8.2.1.2 Develop timelines for completion.
- 14.8.2.1.3 Review how the alternative evaluation option will enhance student learning.

14.8.2.2 Alternative Evaluation Options

The certificated employee should select alternative evaluation options which are in close alignment with his/her annual goals. The District-wide approved alternative options are described as follows:

14.8.2.2.1 Individual Growth Activities

Individual growth activities are designed to improve the employees' performance through the use of selected professional growth activities, combined with self-analysis techniques.

Examples of activities in this category are:

- Video Taping a Classroom Lesson – (Self-analysis)
- Portfolio Assessments–(training, development and use)
- Self Evaluation-(formative and summative)
- Student and Parent Feedback
- Teacher-Created Projects

14.8.2.2.2 Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Educational Team Growth Activities are:

- Cognitive Coaching
- Video Taped Lessons – (with peer reviewer)
- Inter-Intra Disciplinary Grade Level Teams
- Peer Classroom Visitations
- Collaborative Teaching and Presentations to Staff
- Teacher Team Created Projects

14.8.2.2.3 Educational Research

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of evaluation shall be included in the project. This may be completed in conjunction with graduate course work or a District curriculum project.

14.8.2.3 Collaboration

The District and Gridley Teachers Association believe the most effective professional growth occurs through collaboration. The teacher and the site administrator will work together in the selection of the options of the development of the specific activities.

All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site.

14.8.2.4 Timelines

The certificated employee will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

14.8.2.5 Final Report

Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the school activities, a form indicating completion of the alternative evaluation plan and meeting District Standards will be included in the personnel file.

14.9 Personnel Files

14.9.1 Inspection of Files

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. Such material is not to include rates, reports or 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. Every employee shall have the right to inspect such materials upon request, provided that the request is made during normal business hours and outside of times the employee is responsible for the instruction and/or supervision of students.

14.9.2 Information of a Derogatory Nature

Information of a derogatory nature except materials mentioned in Article 14.8.1 above, 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, his or her own comments thereon. Such review and comment shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

14.9.3 Placing Materials in File

The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

14.9.4 Access to File

Access to personnel files shall be limited to the members of the District administration and the Superintendent's confidential secretaries on a need-to-know basis. Board of Trustees may request the review of the teacher's personnel file at a closed session of the Board upon seventy-two (72) hours of prior notice to the unit member(s). The contents of all personnel files shall be kept in the strictest of confidence.

14.9.5 Files at Central Office

The District shall maintain the teachers personnel files at the District Central Office.

14.9.6 Complaints by any person which might affect the evaluation of a unit member shall be processed in accordance with current Board Policy and Administrative Regulation 1400.02. Changes in said Board Policy and Administrative Regulation shall not be made without providing the Association notice and an opportunity to meet and negotiate concerning such proposed changes, pursuant to the EERA (Educational Employment Relations Act).

15. ARTICLE XV – COMPENSATION

15.1 Salary Schedule

Current salary schedule is reflected in Appendix A.
The salary class descriptions will be as follows:

- Class I - Bachelor's Degree and less than 30 units
- Class II - Bachelor's Degree and 30 units
- Class III - Bachelor's Degree and 45 units
- Class IV - Bachelor's Degree and 60 units
- Class V - Bachelor's Degree and 75 units

15.1.1 Unit members who hold a Master's Degree will receive an additional yearly stipend, which is set forth in Appendix A, attached.

15.1.2 Unit members required by the duties of their position to work beyond the 183-day school year shall be paid their per diem salary. The days allotted to these positions shall be agreed upon between the principal and the unit members.

15.1.3 In the event that high class sizes should warrant the necessity for adding class sections to the Master Schedule, teachers may volunteer to acquiesce a preparation period. Under no circumstances shall a teacher be required, in this context, to teach during a preparation period.

15.1.3.1 Said teachers shall be compensated at a rate of 20% of their current placement on the salary schedule.

15.1.3.2 These wages shall be subject to STRS deductions.

15.1.3.3 This remedy should not exceed one (1) year, during which time the District shall assume its responsibility to hire sufficient additional staff to meet the needs of increased enrollment. Should there be insufficient volunteers among the existing faculty to meet scheduling needs, the District will seek alternative hiring arrangements.

15.2 Salary Schedule Implementation

15.2.1 The annual salaries set forth in this agreement shall be paid in eleven (11) equal installments, with the appropriate deductions, on the last working day of each month, beginning in August. Annual salaries may also be paid in twelve (12) equal installments, at the option of the employee, in the same manner as stated above.

15.2.2 Salary payments for services in addition to the teacher's regular assignment shall be made no later than thirty (30) days after the payroll period in which the service was performed. Procedural exceptions may be made under emergency conditions.

- 15.2.3 Degrees received and units of study in an accredited college or university shall be allowed for initial placement and column advancement on the salary schedule.
 - 15.2.3.1 Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for one (1) year of service up through ten (10) years, and one (1) year for each two (2) years of service beyond ten (10) years.
 - 15.2.3.1.1 Credit will be given for private school experience, provided the private school was state accredited and that the member held a credential that would have been valid in a California public school during the time employed there.
 - 15.2.3.2 Unit Approval for Advancement on the Salary Schedule. Units must be completed prior to September 1st to be considered for advancement during the current year.
 - 15.2.3.3 Pre approval of units is recommended by requested approval from site principal prior to beginning class.
 - 15.2.3.4 Once class has been completed proof of grade via official transcript must be submitted to the Human Resources Department. For inclusion on the current year's salary the transcript must be received by September 30th. In the event that transcripts are not available by September 30th, the employee may request a review by the superintendent and GTA.
 - 15.2.3.4.1 The District shall award one (1) district unit to be used for placement on the salary schedule for each fifteen (15) hours of District in-service completed.
- 15.2.4 Within one (1) week of providing all pertinent documentation, newly hired unit members shall receive a copy of the Collective Bargaining Agreement, as well as their individual contract detailing in writing their initial placement on the salary schedule.
- 15.2.5. Travel Units Evaluation Process
 - 15.2.5.1 Regular meeting of the Travel Units Evaluation Committee shall be called as needed.
 - 15.2.5.2 Membership of Committee to be convened at the time of teacher request.

- 15.2.5.2.1 Three (3) teachers – one (1) from each school (not the requesting teacher’s) selected by the faculty of the school.
- 15.2.5.2.2 One principal (not from the requesting teacher’s school) and District Superintendent

15.2.5.3. VII Guidelines for Determining Travel Credit

- 15.2.5.3.1 Two (2) calendar weeks travel shall be the minimum and six (6) weeks shall be the maximum amount of travel that will be recognized for credit. A calendar week shall consist of seven (7) consecutive days of travel.
- 15.2.5.3.2 No more than two (2) units shall be given for two (2) weeks travel. Six (6) units will be the maximum granted for travel during a five (5) year period.
- 15.2.5.3.3 Responsibilities of the employee in requesting travel credit shall be:
 - 15.2.5.3.3.1 To make a thorough study of the place to be visited prior to the trip.
 - 15.2.5.3.3.2 To submit a preliminary report to the Building Principal describing the proposed trip in general and listing the benefits he/she expects to derive from it and the materials to be acquired for use in the classroom. The preliminary report will be forwarded by the Principal to the District Office for subsequent discussion by the Evaluation Committee.
 - 15.2.5.3.3.3 Upon completion of the travel, to prepare a report covering knowledge gained and proposed uses of the materials acquired. This report shall include:
 - 15.2.5.3.3.3.1 Description of the topic of problem studied.
 - 15.2.5.3.3.3.2. Methodological approach or setting in which the material is expected to be used – i.e. project, inquiry, lectures, etc.
 - 15.2.5.3.3.3.3. Reasons for use of the material in this setting.
 - 15.2.5.3.3.3.4. Anticipated outcome of the instructional experience. This portion of the paper should clearly answer the question – why is this collection of material being used?
 - 15.2.5.3.3.3.5. Outline the procedures that will be used for evaluating the achievement of behavioral outcomes.

This may include testing, attitude scales, or other devices.

- 15.2.5.3.3.3.6. A plan for the procedures for utilizing materials should include who will use the material, the circumstances of usage, and the physical setting in which it is to be used.

- 15.2.6 Courses which are deemed by a college or university to be applicable to a graduate degree that were completed prior to completion of, but were not included in the attainment of, the Bachelor's Degree, may be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts of other suitable proof.

The burden of proof shall be upon the teacher to provide written verification that the graduate courses in question are clearly qualified for post-baccalaureate credit.

- 15.2.7 All teachers shall advance one (1) vertical step on the salary schedule for each year of service, except those whose unit placement is at the maximum step for their class. When the appropriate number of units is earned, unit members shall be bumped, at the beginning of the following school year, the total number of steps they would have otherwise moved.

- 15.2.7.1. The District shall award one (1) district unit to be used for placement on the salary schedule for each fifteen (15) hours of District in-service completed.

- 15.2.8 Within one (1) week of providing all pertinent documentation, newly hired unit members shall receive a copy of the Collective Bargaining Agreement, as well as their individual contract detailing in writing their initial placement on the salary schedule.

15.3 Extra Duty Pay

- 15.3.1 The base for the Extra Duty Pay Schedule shall be Step four (4) of Class one (1) of the Teacher's Salary Schedule. The Extra Duty Pay Schedule is attached as Appendix B.

- 15.3.1.1 An additional ten percent (10%) shall be paid for each week in CIF playoffs.

- 15.3.1.2 The extra duty pay, as shown in Appendix B, may be decreased pro-rata in those instances where an activity does not continue through the normal performance period in any school year, when beyond the control of the individual receiving the extra pay.

15.3.2 All extra duty positions shall be filled at the discretion of the administration.

15.3.3 Gridley Teachers Association members who give Staff Development presentations shall receive a stipend. Said stipend shall be based on the current Extra Duty Pay rate for each hour presented. The presenter shall also be awarded preparation time at the same rate.

15.4 Woodleaf Outdoor Program

Effective 2000-2001, teachers assigned at the sixth grade level shall attend Woodleaf Outdoor Educational Program.

15.4.1 Teachers participating in the Woodleaf Outdoor Educational Program shall receive a \$538.00 stipend beyond their normal salary or an option of four (4) additional Compelling Personal Importance Leave days not to be charged to the employee's sick leave. Such days may only be used in the current year and shall not be carried forward to subsequent years. (Refer to Article IX, 9.7.2, for use of Compelling Personal Importance Leave.)

15.4.1.1 Before attending the Woodleaf Outdoor Educational Program, each teacher shall inform the District whether he/she will receive the stipend or the additional Compelling Personal Importance Leave days.

15.4.2 If a teacher receives an involuntary transfer to teach at the sixth grade level, he or she shall have the requirement to attend the Woodleaf Outdoor Education waived.

15.4.3 Sixth grade teachers participating in the Woodleaf Outdoor Educational Program shall have a minimum day with dismissal at noon on the Friday prior to leaving for Woodleaf.

15.4.4 If a teacher feels that attending Woodleaf during a particular year would be a hardship, the teacher may appeal to the Principal to be excused. If the Principal denies the request, the teacher may appeal to the Superintendent, who shall have the final say.

16. ARTICLE XVI – FRINGE BENEFITS

16.1 The District agrees to pay \$12,000 for all full-time certificated employees and their dependents for comprehensive programs of insurance as stated in this section beginning July 1, 2023.

16.1.1 Employee and Dependents

- a. Health Insurance
- b. Dental Insurance
- c. Vision Insurance
- d. Life Insurance

16.1.2 Unit Members may select any other medical plan available through the Butte School Districts' Self-Funded Medical Benefits (JPA). Each year there shall be an open enrollment period consistent with the JPA Open Enrollment benefit changes for the next fiscal year. During this time, unit members may submit the required forms to change to other available plans.

16.1.3 If the annual premium cost for the above plans is less than the stated cap, the district shall reimburse this difference to the unit members either monthly or annually. If the premium cost exceeds the stated cap, unit members shall pay the additional monthly cost, after the cap has been reached, via payroll deduction by submitting a payroll deduction authorization form to the District Office by May 31st. Should a new cap be negotiated, said deductions shall terminate and be reimbursed to the employees. It is agreed and understood that only those employees receiving an un-prorated District premium contribution are eligible for the above reimbursement. Unit members who are eligible to receive a prorated District premium contribution must apply the contribution toward the above group insurance coverage, consistent with JPA regulations.

16.2 *Duration of Benefits*

Should a teacher's employment terminate during or at the end of the school year, he/she shall be entitled to the following:

16.2.1 District Health

16.2.1.1 Certificated employees who plan to retire under STRS must submit their letter of resignation by March 1st of their last year of employment. All employees who are at least fifty-eight (58) years old at the time of retirement with at least fifteen (15) years of service in the District, or who are at least fifty (50) years old and have at least thirty (30) years of service, shall be provided health insurance with the following guidelines.

16.2.1.1.1 The District will contribute an amount no greater than the amount being contributed for current, active employees.

16.2.1.1.1.2 The District will contribute as follows to retiring dual-covered Gridley Unified School District employees that are in a registered civil partnership who meet all requirements for the Gridley Unified School District health contribution to retiree:

1) Retirees may choose to continue a single retiree plan or have their health contribution cap combined with their dual-covered partner at Gridley Unified School District to be used toward a SISC/BSSP family plan. The combined cap will be applied toward health insurance and will be an amount no greater than the amount being contributed for current, active employees at the time of retirement. Dual-covered employees do not have to retire at the same time; however, the contribution cap for each retiree will remain capped at an amount no greater than the District contribution during each respective retiree's retirement date. If there is any left-over cap, there will be no cash in lieu offered.

16.2.2 Retirees may change their selected plan to another available plan.

16.2.3 Survivor benefits will be provided as specified in the Plan's Master Agreement.

16.2.4 Coverage will continue until the employee is covered, or qualifies for coverage, by Medicare.

16.2.5 Certificated district employees who retire before they are eligible for the above coverage shall be permitted to participate in the District's health insurance program on the following prorated basis:

The annual cost of medical coverage at the time of retirement will be multiplied by the number of years between fifty-eight (58) and Medicare eligibility. The resulting figure will be divided by the number of years the retiree wishes to participate in the district's plan. This will be the amount per year that the district will contribute, with the retiree paying the balance of the premium's cost. Retirees may continue to purchase health insurance – recognizing rates may be higher – once they reach Medicare eligibility, if the insurance carrier makes provisions for such participation with those participants.

16.2.5.1 Life Insurance—May be taken out on an individual basis, recognizing rates may be higher. This coverage will last indefinitely.

16.2.5.2 Dental Insurance—May be taken out on an individual basis, recognizing rates may be higher. Application for this coverage must be received within ninety (90) days of retirement.

17. ARTICLE XVII – SAVINGS PROVISION

- 17.1 Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that Article, Section, or clause as the case shall be automatically deleted from this Agreement to the extent that it violated the law.
The parties shall meet and negotiate the effect of these changes, unless mutually agreed upon otherwise. The remaining unaffected Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement.

18. ARTICLE XVIII – MISCELLANEOUS PROVISIONS *

18.1 This Agreement shall supersede any rules, regulations or practices of the Board, which are or may in the future, be contrary to or inconsistent with the terms of this Contract.

18.2 An annual in-service shall be provided by the District relative to the mandated responsibilities and rights of certificated personnel.

18.3 All teachers who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the Board.

18.4 There will be teacher representation on all school level Administrative, and Certificated and Instructional Classified hiring. Teacher participation on the hiring committee will be voluntary.

18.5 Peer Assistance and Review was implemented for the 2001-02 School Year.

18.6 The District is interested in hearing from all groups, i.e. teachers, classified employees, parents, etc. relative to possible expenditure of Lottery income. The Board of Trustees looks forward to such input.

18.7 The purpose of this memorandum of understanding is to clarify that there will be teacher representation on all school level Administrative, Classified, and Certificated hiring.

19. ARTICLE XIX – WAIVER *

19.1 This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.

19.2 Each party may reopen negotiations on Article XV: Compensation, Article XVI: Fringe Benefits, and any two (2) other Articles in this Agreement and other Articles by mutual agreement of the parties by notifying the other party in writing as follows:

19.2.1 No later than March 15th of each year, for proposals to be effective as of the following fiscal year, with negotiations to begin within thirty (30) days of notification. Within five (5) days of satisfaction of the public notice requirements, and not later than sixty (60) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this agreement.

20. ARTICLE XX – PEER ASSISTANCE AND REVIEW (PAR) *

20.1 Joint Committee (JC)

20.1.1 The JC shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. A representative from each school site shall be chosen whenever possible. The District shall choose the District appointed members to the JC. All actions of the JC shall be taken by a vote of at least four (4) members.

20.1.2 The JC shall establish its own meeting schedule. To meet, a majority of each representative group of the JC must be present. Such meetings shall, generally, take place during the regular teacher workday. Teachers who are members of the JC may be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the JC Bargaining Unit Member shall receive a base stipend of \$2000.00 per year. The parties may, at any time meet and adjust the JC stipend in an amount not to exceed \$4000.00.

20.1.3 The JC shall be responsible for the following:

20.1.3.1 The JC shall control all funds received for this program. No more than 3% shall be designed for indirect expenses.

20.1.3.1.1 The funds designated for the PAR program are intended to fully support that program. An annual budget shall be prepared by the JC before October 1st of each school year.

This is a stand-alone program, with no encroachment costs on the general fund. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.

20.1.3.1.2 In any given year 10% of the total funding shall be reserved for providing ongoing, non-evaluative, support for teachers, unless the number of Referred Participating Teachers is so great as to necessitate the encroachment on this New Teacher Assistance fund. This decision will be determined by the JC. The parties may meet at any time to raise this amount upon mutual agreement.

20.1.3.2 Providing annual training for the JC members.

20.1.3.3 Establishing its own meeting schedule, rules of procedure, including the method for the selection of a Chairperson.

- 20.1.3.4 Selecting the panel of CTs.
- 20.1.3.5 Selecting training and/or training providers.
- 20.1.3.6 Providing training for CTs prior to the CT's participating in the program.
- 20.1.3.7 Sending written notification of participation in the PAR program to Referred Participating Teacher, the CT, and the site principal.
- 20.1.3.8 Making available the panel of CT's for selection by the PT.
- 20.1.3.9 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 20.1.3.10 At the beginning of each school year, a copy of the adopted Rules and Procedures will be distributed and discussed with all bargaining unit members and administrators. This procedure shall occur each year during District sponsored Pre-school In-service days.
- 20.1.3.11 Establishing a procedure for application as a CT.
- 20.1.3.12 Determining the number of CTs in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
- 20.1.3.13 Reviewing the final report prepared by the CT and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- 20.1.3.14 Evaluating annually the impact of the PAR program in order to improve the program. This evaluation will be presented to the Governing Board each year.
- 20.1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and CTs may disclose such information only as necessary to administer this Article.
- 20.1.5 The District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the JC against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in PAR. The Association may retain the

right to select its own attorney to represent it in such actions, at Association expense, and would then maintain complete control of the litigation.

20.2 Volunteer Participating Teachers (VPT)

20.2.1 A VPT is a teacher who volunteers to participate in the PAR program. VPTs must receive approval from the JC in order to participate. The purpose of participation in the PAR Program for the VPT is for peer assistance only and the CT shall not participate in a performance review of the VPT. The VPT may terminate his or her participation in the PAR Program at any time.

20.2.2 Except as provided by law, all communication between the CT and a VPT shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the JT.

20.3 Referred Participating Teacher (RPT)

20.3.1 A RPT is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation as per the standard Evaluation Article.

20.3.2 A RPT may select his or her CT from the panel of CTs provided by the JC. A different CT may be selected to work with the PT at any time during the process when requested to do so by the PT or the CT and approved by the JC.

20.3.3 The RPT has the right to be represented throughout these procedures by the Association representative of his or her choice.

20.3.4 The RPT will continue in the PAR program even if voluntarily transferred.

20.4 Consulting Teachers (CT)

20.4.1 A CT is a teacher who provides assistance to a PT pursuant to the PAR Program. The qualifications for the CT shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications.

20.4.1.1 A credentialed classroom teacher with permanent status and recent classroom experience.

20.4.1.2 A credentialed classroom teacher with permanent status and recent classroom experience.

20.4.1.3 Shall demonstrate exemplary teaching ability, 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.

20.4.1.4 The JC may establish more criteria.

20.4.2 In filling a position of CT, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

20.4.2.1 A reference from a building principal or immediate supervisor.

20.4.2.2 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

20.4.3 CT shall be selected by a majority vote of the JC.

20.4.4 A CT shall be provided release time as needed and as approved by the JC. If the CT works outside of his/her day, for purposes other than working with individual RPT's (s)he shall be remunerated at his/her per diem hourly rate, if approved by the JC. The term of the CT shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term unless there are no other qualified applicants. A teacher may not be appointed to an administrative position in the District while serving as a CT or for one (1) full year after serving as a CT, unless the Association agrees in writing to the contrary; such agreement shall not be unreasonably withheld. Only for the First Year the JC shall select two (2) teachers for two (2) year terms and three (3) teachers for three (3) year terms for the beginning of the PAR Program. All other positions after the first years will be appointed for three (3) year terms.

20.4.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The CT shall continue all rights of bargaining unit members. In addition to the regular salary, a CT shall receive a base stipend of \$2000.00 and \$500.00 per RPT served not to exceed 2 RT per CT. The JC has authority to adjust the ANNUAL stipend in an amount not to exceed \$4,500.00.

The Superintendent will be a constant member of the committee and administrators will serve one (1) 2-year term and one (1) 3-year term.

20.4.6 A CT may not be released for more than 40% of his/her regular assignment. Upon completion of his or her service as a full time released CT, a teacher shall be returned to a regular assignment in accordance with the Transfer Rights of this Agreement.

- 20.4.7 Each RPT shall receive no less than twenty (20) hours of assistance per semester from the CT. CTs shall assist PTs by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the PT.
- 20.4.8 The CT shall meet with the RPT to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program in accordance with Education Code Sections 44500, *et. seq.*
- 20.4.9 The CT shall conduct multiple observations of the PT during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 20.4.10 The CT shall monitor the progress of the RPT and shall provide periodic written and/or oral reports to the RPT for discussion and review.
- 20.4.11 The CT shall continue to provide assistance to the RPT until he or she concludes that the teaching performance of the PT is satisfactory, or that further assistance will not be productive. At that point, the CT shall prepare a Final Report and submit that Final Report to the JC. This Final Report shall, in general, be prepared no later than twelve (12) months following the date of the RPT's referral to this PAR Program. With agreement from the JC, this twelve-month period may be extended in six (6) month increments. A copy of the CT's report shall be submitted to and discussed with the RPT to receive his or her comment before it is submitted to the JC. The RPT shall have the right to submit a written response to the Final Report. The RPT shall also have the right to request a meeting with the JC and to be represented at this meeting by the Association representative of his or her choice. The RPT's signing of the Final Report does not necessarily mean agreement, but only that he or she received a copy of the Final Report.
- 20.4.12 The RPT's Final Report shall be made available for placement in his or her personnel file, and may be used in the evaluation of the RPT.
- 20.4.13 The District agrees to indemnify and provide a defense for the CT against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the CT's participation in PAR. The CT may choose to retain his or her right to select his or her own attorney to represent him or her in such actions, at his/her own expense.
- 20.4.14 The terms of the PAR Program may be open to re-negotiation at the request of either party one (1) year after the implementation of the Program.

20.5 New Teacher Assistance

- 20.5.1 General, non-evaluative assistance to new teachers may be given by specific CTs designated to be New Teacher Assistance Providers. These individuals shall apply specifically for these positions and shall be selected in the same manner that other CTs are selected.
- 20.5.2 Assistance Programs, including projected budgets, shall be designed and submitted to the JC and to the Director of Staff Development and Categorical Programs for approval.
- 20.5.3 These NTAP's shall be remunerated at the rate of \$35.00 per hour for any work done outside of their regular work day, or NTAP's may be provided release time in order to assist their new teachers.

APPENDIX A – SALARY SCHEDULES

**GRIDLEY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
183 DAY CONTRACT**

2023-24 Salary Schedule increase 6%

| Year | Class 1 BA | Class II BA +30 | Class III BA + 45 | Class IV BA +60 | Class V BA + 75 |
|------|---------------|--------------------|----------------------|--------------------|--------------------|
| 01 | 52,945 | 62,798 | 63,355 | 63,912 | 64,468 |
| 02 | 52,945 | 63,355 | 63,912 | 64,468 | 65,900 |
| 03 | 53,478 | 63,912 | 64,468 | 65,900 | 67,959 |
| 04 | 56,207 | 64,468 | 65,900 | 67,959 | 70,088 |
| 05 | 57,927 | 65,900 | 67,959 | 70,088 | 72,292 |
| 06 | 59,705 | 69,292 | 71,545 | 73,868 | 76,270 |
| 07 | 61,546 | 71,545 | 73,868 | 76,270 | 78,747 |
| 08 | 63,451 | 73,868 | 76,270 | 78,747 | 81,306 |
| 09 | 65,423 | 76,270 | 78,747 | 81,306 | 83,951 |
| 10 | 65,423 | 78,747 | 81,306 | 83,951 | 86,678 |
| 11 | 65,423 | 78,747 | 83,951 | 86,678 | 89,496 |
| 12 | 65,423 | 78,747 | 83,951 | 89,496 | 92,406 |
| 13 | 65,423 | 78,747 | 83,951 | 92,406 | 95,407 |
| 14 | 65,423 | 78,747 | 83,951 | 95,407 | 98,508 |
| 15 | 65,423 | 78,747 | 83,951 | 95,407 | 98,508 |
| 16 | 65,423 | 78,747 | 83,951 | 98,508 | 101,711 |
| 17 | 65,423 | 78,747 | 83,951 | 98,508 | 101,711 |
| 18 | 65,423 | 78,747 | 83,951 | 101,711 | 105,015 |
| 19 | 65,423 | 78,747 | 83,951 | 101,711 | 105,015 |
| 20 | 65,423 | 78,747 | 83,951 | 105,015 | 108,430 |
| 21 | 65,423 | 78,747 | 83,951 | 105,015 | 108,430 |
| 22 | 65,423 | 78,747 | 83,951 | 108,430 | 111,953 |
| 23 | 65,423 | 78,747 | 83,951 | 108,430 | 111,953 |
| 24 | 65,423 | 78,747 | 83,951 | 108,430 | 113,912 |
| 25 | 65,423 | 78,747 | 83,951 | 108,430 | 113,912 |
| 26 | 65,423 | 78,747 | 83,951 | 108,430 | 115,906 |
| 27 | 65,423 | 78,747 | 83,951 | 108,430 | 115,906 |
| 28 | 65,423 | 78,747 | 83,951 | 108,430 | 117,932 |
| 29 | 65,423 | 78,747 | 83,951 | 108,430 | 117,932 |
| 30 | 65,423 | 78,747 | 83,951 | 108,430 | 119,997 |

2023-24 increase salary schedule by 6%

The extra duty stipend schedule and extra duty pay are based on Class 1 step 4 (\$43.88)
The extra duty rate takes effect Oct 5th 2023 pending board approval

Masters Degree Stipend

Effective July 1, 2015, unit members who hold a masters degree from an institution accredited by a recognized organization, in a field related to K-12 education, shall receive an annual stipend of **\$1,100** for a full year of service. To qualify for the stipend during any school year, the employee must have earned the degree by September 1. Only one (1) such stipend will be paid to any one employee.

Board approved 10/04/2023

**GRIDLEY UNIFIED SCHOOL DISTRICT
ACADEMIC COUNSELING FOR GRIDLEY HIGH SCHOOL
193 DAY CONTRACT**

2023-24 Salary Schedule increase 6%

| Year | Class 1 BA | Class II BA +30 | Class III BA + 45 | Class IV BA +60 | Class V BA + 75 |
|------|---------------|--------------------|----------------------|--------------------|--------------------|
| 01 | 55,837 | 66,230 | 66,815 | 67,402 | 67,991 |
| 02 | 55,837 | 66,815 | 67,402 | 67,991 | 69,502 |
| 03 | 56,400 | 67,402 | 67,991 | 69,502 | 71,673 |
| 04 | 59,278 | 67,991 | 69,502 | 71,673 | 73,918 |
| 05 | 61,094 | 69,502 | 71,673 | 73,918 | 76,243 |
| 06 | 62,966 | 73,077 | 75,452 | 77,906 | 80,438 |
| 07 | 64,907 | 75,452 | 77,906 | 80,438 | 83,050 |
| 08 | 66,919 | 77,906 | 80,438 | 83,050 | 85,751 |
| 09 | 68,998 | 80,438 | 83,050 | 85,751 | 88,538 |
| 10 | 68,998 | 83,050 | 85,751 | 88,538 | 91,414 |
| 11 | 68,998 | 83,050 | 88,538 | 91,414 | 94,386 |
| 12 | 68,998 | 83,050 | 88,538 | 94,386 | 97,454 |
| 13 | 68,998 | 83,050 | 88,538 | 97,454 | 100,622 |
| 14 | 68,998 | 83,050 | 88,538 | 100,622 | 103,888 |
| 15 | 68,998 | 83,050 | 88,538 | 100,622 | 103,888 |
| 16 | 68,998 | 83,050 | 88,538 | 103,888 | 107,267 |
| 17 | 68,998 | 83,050 | 88,538 | 103,888 | 107,267 |
| 18 | 68,998 | 83,050 | 88,538 | 107,267 | 110,753 |
| 19 | 68,998 | 83,050 | 88,538 | 107,267 | 110,753 |
| 20 | 68,998 | 83,050 | 88,538 | 110,753 | 114,354 |
| 21 | 68,998 | 83,050 | 88,538 | 110,753 | 114,354 |
| 22 | 68,998 | 83,050 | 88,538 | 114,354 | 118,069 |
| 23 | 68,998 | 83,050 | 88,538 | 114,354 | 118,069 |
| 24 | 68,998 | 83,050 | 88,538 | 114,354 | 120,137 |
| 25 | 68,998 | 83,050 | 88,538 | 114,354 | 120,137 |
| 26 | 68,998 | 83,050 | 88,538 | 114,354 | 122,239 |
| 27 | 68,998 | 83,050 | 88,538 | 114,354 | 122,239 |
| 28 | 68,998 | 83,050 | 88,538 | 114,354 | 124,378 |
| 29 | 68,998 | 83,050 | 88,538 | 114,354 | 124,378 |
| 30 | 68,998 | 83,050 | 88,538 | 114,354 | 126,554 |

2023-24 increase salary schedule by 6%

The extra duty stipend schedule and extra duty pay are based on Class 1 step 4 (\$43.88)
The extra duty rate takes effect Oct 5th 2023 pending board approval

Masters Degree Stipend

Effective July 1, 2015, unit members who hold a masters degree from an institution accredited by a recognized organization, in a field related to K-12 education, shall receive an annual stipend of **\$1,100** for a full year of service. To qualify for the stipend during any school year, the employee must have earned the degree by September 1. Only one (1) such stipend will be paid to any one employee.

Includes TOSA and Librarian

Board approved: 10/04/2023

**GRIDLEY UNIFIED SCHOOL DISTRICT
SPEECH LANGUAGE THERAPIST
Salary Schedule 2023-24
183 Contract Days**

| Step | Speech Language Therapist |
|-------------|----------------------------------|
| 1 | 73,862 |
| 2 | 76,263 |
| 3 | 78,740 |
| 4 | 81,299 |
| 5 | 83,941 |
| 6 | 86,672 |
| 7 | 89,487 |
| 8 | 92,396 |
| 10 - 11 | 95,398 |
| 12 - 13 | 98,498 |
| 14 - 15 | 101,700 |
| 16 - 17 | 105,006 |
| 18 - 19 | 108,418 |
| 20 - 21 | 111,941 |
| 22 - 23 | 115,579 |
| 24 - 25 | 117,604 |
| 26 - 27 | 119,660 |
| 28 - 30 | 121,756 |

Contract is for 183 days.

School Nurses who hold a masters degree from an institution accredited by a recognized accrediting organization, in a field related to education and/or school nurse, shall be paid an annual stipend of \$1,100.00 for a full year of service.

Speech Language Therapists who hold a masters degree from an institution accredited by a recognized accrediting organization, in a field related to education and/or speech language therapy services, shall be paid an annual stipend of \$1,100.00 for a full year of service.

To qualify for the stipend during any school year, the employee must have earned the degree by July 1. Only one such stipend will be paid to any one employee.

Board Approved: 10/04/2023

GRIDLEY UNIFIED SCHOOL DISTRICT
SCHOOL NURSE
Salary Schedule 2023-24
193 Contract Days

| Step | School Nurse |
|-------------|---------------------|
| 1 | 77,898 |
| 2 | 80,430 |
| 3 | 83,043 |
| 4 | 85,741 |
| 5 | 88,528 |
| 6 | 91,408 |
| 7 | 94,377 |
| 8 | 97,445 |
| 10 - 11 | 100,611 |
| 12 - 13 | 103,881 |
| 14 - 15 | 107,257 |
| 16 - 17 | 110,744 |
| 18 - 19 | 114,342 |
| 20 - 21 | 118,059 |
| 22 - 23 | 121,895 |
| 24 - 25 | 124,031 |
| 26 - 27 | 126,199 |
| 28 - 30 | 128,409 |

Contract is for 193 days.

Effective July 1, 2015, unit members who hold a masters degree from an institution accredited by a recognized accrediting organization, in a field related to K-12 education, shall be paid an annual stipend of \$1,100.00 for a full year of service.

To qualify for the stipend during any school year, the employee must have earned the degree by July 1. Only one such stipend will be paid to any one employee.

GRIDLEY UNIFIED SCHOOL DISTRICT
AGRICULTURE FOR GRIDLEY HIGH SCHOOL
219 DAY CONTRACT
2023-24 Salary Schedule increase 6%

| Year | Class 1 BA | Class II BA +30 | Class III BA + 45 | Class IV BA +60 | Class V BA + 75 |
|------|---------------|--------------------|----------------------|--------------------|--------------------|
| 01 | 63,358 | 75,150 | 75,818 | 76,482 | 77,150 |
| 02 | 63,358 | 75,818 | 76,482 | 77,150 | 78,864 |
| 03 | 63,998 | 76,482 | 77,150 | 78,864 | 81,329 |
| 04 | 67,264 | 78,417 | 78,864 | 81,329 | 83,876 |
| 05 | 69,324 | 78,864 | 81,329 | 83,876 | 86,514 |
| 06 | 71,449 | 82,923 | 85,617 | 88,401 | 91,273 |
| 07 | 73,653 | 85,617 | 88,401 | 91,273 | 94,240 |
| 08 | 75,934 | 88,401 | 91,273 | 94,240 | 97,303 |
| 09 | 78,293 | 91,273 | 94,240 | 97,303 | 100,465 |
| 10 | 78,293 | 94,240 | 100,465 | 100,465 | 103,731 |
| 11 | 78,293 | 94,240 | 100,465 | 103,731 | 107,100 |
| 12 | 78,293 | 94,240 | 100,465 | 107,100 | 110,583 |
| 13 | 78,293 | 94,240 | 100,465 | 110,583 | 114,176 |
| 14 | 78,293 | 94,240 | 100,465 | 114,176 | 117,887 |
| 15 | 78,293 | 94,240 | 100,465 | 114,176 | 117,887 |
| 16 | 78,293 | 94,240 | 100,465 | 117,887 | 121,718 |
| 17 | 78,293 | 94,240 | 100,465 | 117887 | 121,718 |
| 18 | 78,293 | 94,240 | 100,465 | 121,718 | 125,675 |
| 19 | 78,293 | 94,240 | 100,465 | 121,718 | 125,675 |
| 20 | 78,293 | 94,240 | 100,465 | 125,675 | 129,758 |
| 21 | 78,293 | 94,240 | 100,465 | 125,675 | 129,758 |
| 22 | 78,293 | 94,240 | 100,465 | 129,758 | 133,977 |
| 23 | 78,293 | 94,240 | 100,465 | 129,758 | 133,977 |
| 24 | 78,293 | 94,240 | 100,465 | 129,758 | 136,320 |
| 25 | 78,293 | 94,240 | 100,465 | 129,758 | 136,320 |
| 26 | 78,293 | 94,240 | 100,465 | 129,758 | 138,705 |
| 27 | 78,293 | 94,240 | 100,465 | 129,758 | 138,705 |
| 28 | 78,293 | 94,240 | 100,465 | 129,758 | 141,133 |
| 29 | 78,293 | 94,240 | 100,465 | 129,758 | 141,133 |
| 30 | 78,293 | 94,240 | 100,465 | 129,758 | 143,604 |

2023-24 increase salary schedule by 6%

The extra duty stipend schedule and extra duty pay are based on Class 1 step 4 (\$43.88) effective 10-5-23 pending board approval

Masters Degree Stipend

Effective July 1, 2015, unit members who hold a masters degree from an institution accredited by a recognized organization, in a field related to K-12 education, shall receive an annual stipend of **\$1,100** for a full year of service. To qualify for the stipend during any school year, the employee must have earned the degree by September 1. Only one (1) such stipend will be paid to any one employee.

Board approved 10/04/2023

GRIDLEY UNIFIED SCHOOL DISTRICT
Extra Duty Stipend Schedule
2023-24 Salary Schedule

Extra Duty Stipend Base - \$ 56,207.00
Class 1 step 4 GTA salary schedule

| | PERCENT | NO. OF POSITIONS | AMOUNT | TOTAL BUDGET |
|---|---------|------------------|----------|--------------|
| Elementary Stipends | | | | |
| Elementary ASB Advisor | 2.00% | 1 | \$ 1,124 | \$1,124 |
| Elementary Band | 3.00% | 1 | \$ 1,686 | \$1,686 |
| Middle School Stipends | | | | |
| MS ASB Advisor | 4.50% | 1 | \$ 2,529 | \$2,529 |
| MS Athletic Director | 6.50% | 1 | \$ 3,653 | \$3,653 |
| MS CJSF Advisor | 3.00% | 1 | \$ 1,686 | \$1,686 |
| MS Jazz Band Director | 3.00% | 1 | \$ 1,686 | \$1,686 |
| MS Web | 3.00% | 1 | \$ 1,686 | \$1,686 |
| MS Yearbook | 3.00% | 1 | \$ 1,686 | \$1,686 |
| MS E-Sports | 3.00% | 1 | \$ 1,686 | \$1,686 |
| MS Coaches - Boys | 4.50% | 8 | \$ 2,529 | \$20,235 |
| MS Coaches - Girls | 4.50% | 8 | \$ 2,529 | \$20,235 |
| High School Stipends | | | | |
| Athletic Director | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Athletic Director | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Varsity Football Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Football | 6.50% | 1 | \$ 3,653 | \$3,653 |
| JV Head Coach- Football | 6.50% | 1 | \$ 3,653 | \$3,653 |
| JV Assistant Coach- Football | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Freshman Coaches- Football | 4.50% | 2 | \$ 2,529 | \$5,059 |
| Varsity Volleyball Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Volleyball | 4.50% | 1 | \$ 2,529 | \$2,529 |
| JV Head Coach- Volleyball | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Freshman Coaches- Volleyball | 4.50% | 1 | \$ 2,529 | \$2,529 |
| JV Cheer Coach | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Varsity Cheer Coach- Football | 9.50% | 1 | \$ 5,340 | \$5,340 |
| HS Tennis - Girls | 8.00% | 1 | \$ 4,497 | \$4,497 |
| Swim Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Cross Country Coach | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Varsity Basketball Coach - Boys | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Basketball Boys | 4.50% | 1 | \$ 2,529 | \$2,529 |
| JV Head Coach- Basketball- Boys | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Freshman Coaches- Basketball Boys | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Varsity Basketball Coach - Girls | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Basketball Girls | 4.50% | 1 | \$ 2,529 | \$2,529 |
| JV Head Coach- Basketball- Girls | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Freshman Coaches- Basketball Girls | 4.50% | 1 | \$ 2,529 | \$2,529 |
| HS Soccer Coach - Boys | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Soccer Coach- Boys | 4.50% | 1 | \$ 2,529 | \$2,529 |
| HS Soccer Coach - Girls | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Soccer Coach- Girls | 4.50% | 1 | \$ 2,529 | \$2,529 |
| HS Wrestling Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Coach Wrestling | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Varsity Baseball Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Baseball | 4.50% | 1 | \$ 2,529 | \$2,529 |
| JV Head Coach- Baseball | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Varsity Softball Coach | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Coach- Softball | 4.50% | 1 | \$ 2,529 | \$2,529 |

| | | | | | |
|---|--------------|----------|------------|-------------------|------------------|
| JV Head Coach- Softball | | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Track and Field Head Coach | | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Assistant Varsity Track and Field Coach | | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Track and Field Assistant | | 4.50% | 2 | \$ 2,529 | \$5,059 |
| HS Golf | | 6.50% | 1 | \$ 3,653 | \$3,653 |
| HS Tennis - Boys | | 8.00% | 1 | \$ 4,497 | \$4,497 |
| HS E-Sports | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| HS Clay Target Coach | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| Modern Dance Director | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Assistant Coach Modern Dance | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| HS Activity Director | | 6.50% | 1 | \$ 3,653 | \$3,653 |
| Leadership Advisor | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| CSF | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| HS Yearbook | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| HS Band | | 9.50% | 1 | \$ 5,340 | \$5,340 |
| Pep Band Director | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Choir Coach | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| Drama Coach | | 4.50% | 1 | \$ 2,529 | \$2,529 |
| Interact Club Advisor | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| Link Crew Advisor | | 3.00% | 1 | \$ 1,686 | \$1,686 |
| All Schools | | | | | |
| BTSA Provider (as needed) | | | 10 | \$ 2,000 | \$20,000 |
| Leadership Team Member | | 3.00% | 20 | \$ 1,686 | \$33,724 |
| SLP Paid Intern Mentor | | | 1 | \$ 1,500 | |
| Inactive as of 2016-17 SY | | | | | |
| Academic Decathlon | 2080250 | 3.00% | 1 | \$ 1,686 | \$ 942 |
| Department Chairs (Replaced) | 2080010 | 3.00% | 8 | \$ 1,686 | \$11,300 |
| Elementary Choir | 3030180 | 3.00% | 1 | \$ 1,686 | \$1,412 |
| Elementary Flag = or <50 hrs. | 3030180 | \$ 29.92 | 1 | \$ 1,000 | \$1,000 |
| Elementary Yearbook | 1050250 | 2.00% | 1 | \$ 1,124 | \$942 |
| FHA Advisor | 2080250 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| Head Ag Teacher | 2080010 | 20.00% | 1 * | \$ - | \$0 |
| Head Ag Teacher II | 2080010 | 20.00% | 1 | \$ - | \$0 |
| HS Assistant JV Coach (Replaced) | 2080250 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| HS Assistant Varsity Coaches (Replaced) | 2080250 | 6.50% | 3 | \$ 3,653 | \$9,181 |
| HS Flag (Replaced) | 3030180 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| HS Cheerleading Coach | 2080250 | 9.50% | 1 | \$ 5,340 | \$4,473 |
| HS Choir | 3030180 | 3.00% | 1 | \$ 1,686 | \$1,412 |
| HS Leadership | 2080250 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| JV Head Coaches (Replaced) | 2080250 | 6.50% | 6 | \$ 3,653 | \$18,362 |
| Lead Teacher (Continuation) | 2091070 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| MS Cheerleading | 1050250 | 4.50% | 1 | \$ 2,529 | \$2,119 |
| MS Woodleaf Teacher | 1050390 | 2.00% | 6 | \$ 1,124 | \$5,650 |
| Renaissance Advisor | 3030180 | 3.00% | 1 | \$ 1,686 | \$1,412 |
| Special Ed Lead Teacher | 3031210 | 6.50% | 1 | \$ 3,653 | \$3,060 |
| VICA | 2080250 | 3.00% | 1 | \$ 1,686 | \$1,412 |
| Inactive as of 2017-18 SY | | | | | |
| CTE Lead Pathway (as of 17/18) | Grant funded | | 4 | \$ 10,000 | \$40,000 |
| CTE Pathway Lesson (as of 17/18) | Grant funded | | 4 | \$ 1,000 | \$4,000 |
| TOTAL Active stipends | | | 112 | \$ 218,116 | \$308,623 |

Board approved 10/04/2023

APPENDIX C—ADMINISTRATIVE REGULATION 1400.02 COMPLAINT PROCEDURE*

Complaints Concerning School Personnel

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual, and whether it should be resolved by the district's process for complaints concerning personnel, other district procedures, or both.

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints against district employees.

Level 1

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, complaints concerning school personnel shall be made directly by the complainant to the person against whom the complaint is made. Parents/guardians are encouraged to attempt to orally resolve concerns with the staff member personally.

If the complaint goes directly to the principal/supervisor, the principal/supervisor shall notify the employee after such a meeting. The principal shall then encourage the complainant to meet with the employee.

If the complainant declines to meet with the employee, then the principal/supervisor will schedule a meeting with the complainant, principal/supervisor, and the employee. Before the meeting, the principal/supervisor shall meet with the employee.

If the employee feels that possible disciplinary action will be taken, the unit member may choose to have representation at any level. However, attempts will be made to settle without involving another party.

Level 2

1. If the complaint is not resolved at Level 1, the complainant may submit the complaint in writing to the school principal or immediate supervisor. When necessary, district administrative staff shall assist in the preparation of the written complaint so as to meet the requirement of this regulation. The administrative staff shall inform the complainant that such assistance is available if he/she requests assistance in preparing the written complaint or is unable to prepare the written complaint without help.

2. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to a Board member or to the Superintendent shall be initially filed in writing with the Board.
3. A written complaint must include:
 - a. The name of each employee involved.
 - b. A brief but specific summary of the complaint and the facts surrounding it, and
 - c. A specific description of any prior attempt to discuss the complaint with the employee involved and the failure to resolve the matter. A copy of the written complaint will be given to the employee.
4. The principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved within 30 days. If the complaint is resolved, the principal will so advise all concerned parties, including the Superintendent or designee.

Level 3

1. If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal/supervisor shall refer the written complaint, together with a report and analysis of the situation, to the Superintendent or designee. A copy will be sent to the employee.
2. Complainants should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee or the Superintendent may ask to address the Governing Board regarding the complaint.

Level 4

1. Except when a complaint is directed against the Superintendent, no party to a complaint may address the Board, either in closed or open session, unless the Board has received the Superintendent or designee's written report concerning the complaint. The Superintendent or designee's report shall contain, but not be limited to:
 - a. The name of each employee involved.
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the employee(s) as to the precise nature of the complaint and to allow the employee(s) to prepare a defense.

- c. A copy of the signed original complaint.
 - d. A summary of the action taken by the Superintendent or designee, with his/her specific finding that the problem has not been resolved and the reasons.
2. The Board may uphold the Superintendent's decision without hearing the complaint.
3. All parties to a complaint, including the school administration, may be asked to attend a Board meeting in order to present all available evidence and allow every opportunity for explaining and clarifying the issue.
4. Before the Board holds a closed session to hear complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session rather than closed session. This notice shall be delivered personally or by mail at least 24 hours before the time of the session, and the employee may request that the complaints or charges be heard in open session. Complaints concerning Board members shall be addressed in open session unless a closed session is warranted pursuant to Education Code 35146 or 48918 or Government Code 54957 or 54957.6 (Government Code 54957)
5. The decision of the Board following the hearing shall be final.

Complaints Regarding Child Abuse

When a complaint of child abuse is alleged against a district employee at a school site, the district shall provide parents/guardians with procedures for filing a child abuse complaint with the appropriate child protective agencies. Upon request, such procedures shall be written in the primary language of the parent/guardian, and the Superintendent or designee shall provide an interpreter if needed. (E.C. 48987)

Providing the above procedures to parents/guardians does not relieve mandated reporters from their duty to report suspected child abuse in accordance with law.

Regulation approved: 11/15/77
revised: 11/14/84
revised: 4/23/92
revised: 5/15/96

DURATION OF AGREEMENT

This Agreement represents the entire agreement between the Gridley Unified School District and the Gridley Teachers Association and supersedes all prior agreements and cancels all previous agreements, verbal or written or based on alleged past practices between the parties, and shall become of full force and effect from July 1, 2023 and shall continue in effect until midnight June 30, 2025 and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party written notice by certificated mail prior to March 1st.

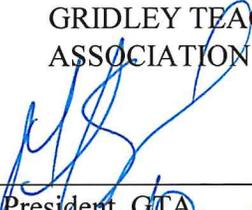
IN WITNESS WHEREOF, the parties hereto have caused these amendments to the Agreement to be executed by their authorized representatives on this 1st day of December 2023.

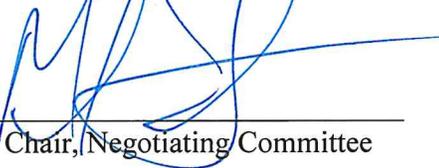
GRIDLEY UNIFIED
SCHOOL DISTRICT

By 
President, Board of Trustees

By 
Superintendent, GUSD

GRIDLEY TEACHERS
ASSOCIATION

By 
President, GTA

By 
Chair, Negotiating Committee