

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

2025-2028

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

**TABLE OF CONTENTS**

**CONTRACT LANGUAGE:**

<b>PREAMBLE</b>	<b>PAGE</b>	<b>1</b>
<b>ARTICLE I RECOGNITION</b>	<b>PAGE</b>	<b>1</b>
<b>ARTICLE II ASSOCIATION RIGHTS</b>	<b>PAGES</b>	<b>1-2</b>
<b>SALARY REDUCTION AGREEMENT</b>	<b>PAGE</b>	<b>3</b>
<b>PAYROLL DEDUCTION FORM</b>	<b>PAGE</b>	<b>4</b>
<b>ARTICLE III DISTRICT RIGHTS</b>	<b>PAGE</b>	<b>5</b>
<b>ARTICLE IV EFFECT OF AGREEMENT</b>	<b>PAGE</b>	<b>5</b>
<b>ARTICLE V GRIEVANCE PROCEDURE</b>	<b>PAGES</b>	<b>5-8</b>
<b>GRIEVANCE NOTIFICATION OR APPEAL FORM</b>	<b>PAGE</b>	<b>9</b>
<b>ARTICLE VI HOURS OF EMPLOYMENT</b>	<b>PAGES</b>	<b>10-11</b>
<b>ARTICLE VII DUTY CALENDAR</b>	<b>PAGES</b>	<b>11-12</b>
<b>ARTICLE VIII WAGES AND SALARY</b>	<b>PAGES</b>	<b>12-14</b>
<b>ARTICLE IX HEALTH AND WELFARE BENEFITS</b>	<b>PAGE</b>	<b>14-15</b>
<b>ARTICLE X REASSIGNMENT</b>	<b>PAGE</b>	<b>15</b>
<b>ARTICLE XI EMPLOYEE'S PERSONNEL FILE</b>	<b>PAGES</b>	<b>16</b>
<b>ARTICLE XII LEAVES</b>	<b>PAGES</b>	<b>16-23</b>
<b>ARTICLE XIII RETIREMENT PROCEDURES</b>	<b>PAGES</b>	<b>23-24</b>
<b>ARTICLE XIV EVALUATION PROCEDURES</b>	<b>PAGES</b>	<b>24-27</b>
<b>CERTIFICATED EVALUATION TIMELINE</b>	<b>PAGE</b>	<b>28</b>
<b>PRE OBSERVATION CONFERENCE FORM</b>	<b>PAGE</b>	<b>29</b>
<b>EVALUATION FORM</b>	<b>PAGES</b>	<b>30-32</b>
<b>FORMAL EVALUATION SUMMARY RATING</b>	<b>PAGE</b>	<b>33</b>
<b>TEACHER PERFORMANCE STANDARDS</b>	<b>PAGES</b>	<b>34-52</b>
<b>ARTICLE XV MISCELLANEOUS</b>	<b>PAGE</b>	<b>53</b>
<b>ARTICLE XVI TERM</b>	<b>PAGE</b>	<b>53</b>
<b>ARTICLE XVII VACANCY POSTING PROCEDURES</b>	<b>PAGES</b>	<b>53-54</b>
<b>ARTICLE XVIII IMPACT OF LAYOFFS</b>	<b>PAGE</b>	<b>54</b>
<b>ARTICLE XIX ORGANIZATIONAL SECURITY</b>	<b>PAGES</b>	<b>54-55</b>
<b>ARTICLE XX WORKING CONDITIONS</b>	<b>PAGE</b>	<b>55-56</b>
<b>ARTICLE XX SEVERABILITY</b>	<b>PAGE</b>	<b>56</b>
 <b>APPENDIX:</b>		
<b>SCHOOL CALENDAR (Appendix A-B)</b>	<b>PAGES</b>	<b>57-58</b>
<b>SALARY SCHEDULES (Appendix C-D)</b>	<b>PAGES</b>	<b>59-60</b>
<b>ADJUNCT DUTY LIST</b>	<b>PAGES</b>	<b>61-63</b>

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

## **PREAMBLE:**

This Agreement was made and entered into on the 15th day of July, 2025 by and between the Gerber Union Elementary School District, hereinafter referred to as District, and the Gerber Teachers Association of the California Teachers Association, hereinafter referred to as Association, pursuant to Sections 3540 et. seq. of Chapter 10.7, Division 4, Title I of the Government Code of the State of California.

## **ARTICLE I: RECOGNITION**

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

## **ARTICLE II: ASSOCIATION RIGHTS**

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

authorization by an Association Officer, that such material is an official Association publication;

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



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

<b>EMPLOYER NAME:</b>				
Employee Name		Social Security Number	Date of Birth	Date of Hire
Phone (Day)	Phone (Home)	Mailing Address		City, State, Zip
Email Address		Salary Reductions: <input type="checkbox"/> 10-months <input type="checkbox"/> 11-months <input type="checkbox"/> 12-months		<input type="checkbox"/> Classified <input type="checkbox"/> Certificated

☐ This is to **Initiate/Start** a New 403(b) (TSA) SRA (**Check only if not currently participating**)

☐ This is to **Change the Amount** of my currently existing 403(b) (TSA) Salary Reduction Agreement

☐ This is to **Change my Company/Provider**

☐ This is to **Terminate/Stop** my 403(b) (TSA) SRA (Indicate below the Effective Date & Company/Provider Name)

The Employer in accordance with the employer's 403(b) Plan shall transmit the above in the following manner:

Account #

Signature of Agent/Broker \_\_\_\_\_ Date (Please Note: Above date must be within last 90 days to be valid) \_\_\_\_\_



## Gerber Union Elementary School District

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

*"Inspiring students to work hard and dream big!"*

Jenny Marr  
Superintendent/Principal

### Payroll Deduction Form 403(b) Plan Administration Fees

Please complete and file with the office.

#### 1. Employee information

Employee's Name

Employee's Address

City

CA  
State

ZIP Code

#### 2. Payroll deduction agreement

I, the Employee, hereby authorize my Employer to deduct from salary due me the post-tax amount indicated below for the payment of my share of the cost of the administration for the 403(b) Plan. This agreement will remain in effect as long as I am making 403(b) salary deferrals from my paycheck. The payroll deduction frequency and/or amount may be modified by my Employer pursuant to the agreement between my Employer and the 403(b) Plan Third Party Administrator.

**\$ 2.40**

#### 3. Signature

The Employer may terminate this Agreement at any time with respect to amounts not deducted from my pay at the time of termination.

Employee Name

Social Security Number

Employee Signature

Date

### **ARTICLE III: DISTRICT RIGHTS**

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

### **ARTICLE IV: EFFECT OF AGREEMENT**

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

### **ARTICLE V: GRIEVANCE PROCEDURE**

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

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.
- 5.3 Formal Procedure:
  - 5.3.1 Level I:
    - 5.3.1.1 Within twenty days (20) after the grievant knew, or reasonably should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor. (see Grievance Notification or Appeal Form).

- 5.3.1.2 This statement shall be a clear, concise statement of the grievance, citing the specific provision of the contract allegedly to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.
- 5.3.1.3 The supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance.
- 5.3.1.4 Within the above time limits, either the grievant or the supervisor may request a personal conference with the other party.

5.3.2. Level II:

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

5.3.3. Level III Mediation:

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

5.3.4. Level IV Arbitration:

- 5.3.4.1 If the grievance is not adjusted at Level III within ten (10) days of the conclusion of mediation, the Association may submit to the Superintendent/Principal or designee a written request for arbitration.
- 5.3.4.2 The District and Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within ten days



of said notification, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

5.3.4.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. If any question arises to the arbitrability of the grievance, the arbitrator shall rule on this issue prior to hearing the merits of the grievance, unless he/she rules otherwise.

5.3.4.4 After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and an award to both parties.

5.3.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not supported by the evidence. The arbitrator's authority to award back pay is limited to the beginning of the fiscal year in which the grievance was filed.

5.3.4.6 Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses, except for released time pursuant to the Educational Employment Relations Act, shall be borne by the party incurring them.

5.3.4.7 The findings and decision of the arbitrator shall be final and binding on all parties subject to established right of judicial review.

#### 5.4 Miscellaneous Provisions:

5.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.

5.4.2. All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.

5.4.3 Timelines in this Article shall be computed from the day following the referenced event. Timelines in this procedure may be extended by written mutual written agreement between the parties.

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

Name of Grievant: \_\_\_\_\_

**NOTE:** If the grievance is filed on behalf of a class or group of employees, identify the class or group and attach a listing of the names of the individuals.

Grievant's Work Assignment: \_\_\_\_\_

Date of the aggrieved act or omission (or the date that it became known to you): \_\_\_\_\_

Describe the act or omission in question and include specifics, such as names, dates, times, places, etcetera. (Attach additional page(s) if necessary.)

---

---

---

---

---

---

---

---

---

---

If so, state their names:

---

---

---

---

---

Date \_\_\_\_\_

## ARTICLE VI: HOURS OF EMPLOYMENT

6.1 Unit members will have their workstations available to receive students at 7:55 A.M. It is agreed and understood that teachers will complete all professional duties and responsibilities such as; Back to School and Open House events, IEP and SST meetings. unit members will remain on campus until their students have been dismissed from a regularly scheduled day, unless the unit member has received prior approval from the administration. Unit members will also be expected to attend two evening events per year for a minimum of two hours. One evening event to be assigned by the district, and one event to be chosen by the unit member. The district will provide a sign-up sheet by September 30.

6.1.1 Unit members will have their workstations available to receive students at 7:55 a.m. The student instructional day shall be from 8:15 a.m. to release time. Release times are: grades TK-2 at 2:25 p.m.; grades 3-5 at 2:30 p.m.; grades 6-8 at 2:35 p.m. Classroom teachers will be entitled to a duty-free 35 minute lunch.

6.2 Unit members shall attend up to seven and one-half (7.5) hours of meetings per month. Three and one-half hours of such time will be dedicated for the purpose of collaboration planned collaboratively with administration. One and a half hours of such time will be planned collaboratively with administration and the additional two hours will be teacher driven. The additional four hours of teacher meetings will be planned by administration for general faculty, professional development, or collaboration. General faculty meetings shall not exceed two (2) hours in length. The Superintendent/Principal or designee will provide a schedule of the meetings at the start of the school year. The Superintendent/Principal or designee will provide reasonable advance notice when a change is made, no less than one month in advance. The length of such meetings may be extended by agreement of the participants. The Superintendent/Principal or designee may, upon reasonable advance notice and based upon program needs, vary the length of an individual meeting provided the total number of monthly minutes for meeting is not exceeded. In any month where the Superintendent/Principal or designee determines seven and a half (7.5) hours of meeting time is not necessary, unit members may use the remaining time for classroom preparation.

6.3 Unit members may leave immediately after all professional duties and responsibilities have been completed as stated in 6.1. A unit member's work day consists of 7.5 hours. Of those hours, approximately six hours will be during the regularly scheduled school day as student contact time. Unit members will flex the remaining hours as part of their professional day. These hours may be in the morning, after school, in the evenings or on weekends at the discretion of the unit member.

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

6.4 Unit members can be required to perform supervision duties during the various recesses during and before the school day except lunch recess. The number of supervisory staff used for a particular recess will be determined based upon safety requirements.

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

## **ARTICLE VII: DUTY CALENDAR**

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

## **ARTICLE VIII: WAGES AND SALARIES**

- 8.1 Effective July 1, 2025, unit members shall be paid 2.43%% increase from ongoing salary pursuant to the 2024-25 Salary Schedule. Effective July 1, 2026, unit members shall be paid 1.57% increase from ongoing salary pursuant to the 2025-26 Salary Schedule. See Appendix C & D.
- 8.2 Initial columnar placement on the salary schedule shall be determined as follows:
  - 8.2.1 Column A: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and thirty semester units of additional approved academic work.
  - 8.2.2 Column B: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and 42 semester units of additional approved academic work.
  - 8.2.3 Column C: A bachelor's degree from an accredited institution, fulfillment of the requirements for credentials authorizing service in the District, and 54 semester units of additional approved academic work.
- 8.3 Initial step placement shall be determined by years of regular full time applicable experience. A maximum of nine years may be granted for previous applicable experience.
- 8.4 Salary schedule advancement shall be determined as follows:
  - 8.4.1 After initial placement in a column an employee may advance up to three steps without additional professional preparation. Advancement beyond three steps will require the successful completion of four semester units of approved work or its equivalent as determined below.
  - 8.4.2 Employees may move from one column to another on the basic salary schedule in the year following the completion of the required number of approved units.
  - 8.4.3 An employee must inform the Superintendent/Principal in writing of his/her intent to qualify for a column change prior to June 15 of the school year prior to the year of the anticipated change. Written confirmation for the completion of that work must be submitted to the office before September 1st.
  - 8.4.4 Grade cards or their equivalent must be submitted for all approved work completed as soon as they are received by the employee.
- 8.5 Units for advancement shall be approved as follows:

- 8.5.1 All units for advancement on the basic salary schedule will be approved in advance by the Professional Advancement Evaluation Committee, composed of two unit members and the Superintendent/Principal or his designee. Requests for unit approval will be submitted in advance and in duplicate upon the approved form.
- 8.5.2 Generally units undertaken for advancement will fit into a pattern designed to maintain well rounded professional preparation to keep employees informed and current in each curricular area as well as in methodology and current educational issues. Each employee will maintain a record of units undertaken and will use it to apply the criterion of "well rounded professional development". A copy of that record will be reviewed with each request for approval.
- 8.5.3 Normally college and university units will be approved if they fit into the pattern above; however, other work may be approved if it provides professional development activities which are consistent with the intent of this policy. In such cases activities will be converted to "semester units" on the basis of equivalent hours of time devoted to participation, preparation, and homework; generally 15 to 18 hours of work will be deemed equivalent to a unit.
- 8.5.4 Professional advancement work undertaken during duty hours, for which the district provides substitutes or pays for registration fees and/or participation costs, will not be counted as approved work for salary schedule advancement purposes unless the work is part of an agreed upon and approved duty assignment on a committee or project which is of benefit to the district.
- 8.5.5 In all cases work must be approved in advance.

#### 8.6 Master Degree Stipend

Unit members who hold a masters degree as of September 1 of any school year from an institution accredited by a recognized accrediting organization shall be paid a stipend in addition to the regular salary schedule placement. Such payment shall be prorated for part-time employees.

- 8.7 Effective July 1, 2021, unit members assigned to tutoring students shall be paid \$55.00 per hour.
- 8.8 As the need arises, the District shall post opportunities for special projects, including such factors as compensation, the scope of the work, required training and experience, and time line for completion, at the rate of \$55.00. Interested unit members may apply. Acceptance or suggested modifications of any such proposal received is in the discretion of the District.

#### 8.9 Reassignment Stipends

The District will pay reassignment stipends as follows:

- 8.9.1 For a grade level change, a teacher may receive up to one (1) day's pay at his/her

daily rate for preparation for the new assignment.

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

#### 8.10 Teacher in Charge Pay

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

AP Step 5 Salary

- Teacher Salary

Answer divided by 184 (Teacher Contracted days) Answer divided by 7.5 (teacher contracted hours per day) Answer times the number of whole hours teacher in charge duties were performed.

#### 8.11 Combo Class Stipend

Effective July 1, 2023, the District will pay a combo class stipend when a teacher is assigned a combo class.

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

- 8.13 Effective July 1, 2025 the District will pay unit member who teach a Dual Immersion class a stipend.

#### 8.14 Authorized Trainings Outside Work Day:

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

### **ARTICLE IX: HEALTH AND WELFARE BENEFITS**

- 9.1 Effective July 1, 2025, the District will contribute up to \$14,950 per year for each full-time unit member towards the premium cost of the existing group health and life insurance plans and dental and vision insurance plans for eligible employees and covered dependents. It is agreed and understood that any premium costs for the medical, dental, vision and life



insurance not covered by the above District insurance premium contribution shall be borne by the employee through monthly payroll deduction.

- 9.2 District will contribute its required share for participation in the Medicare only program for eligible employees who elect to participate in said plan effective July 1, 1990. It is understood that employees participating in this program will have their contributions deducted from their payroll warrants.

## **ARTICLE X: REASSIGNMENT**

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

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

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

- 10.4 Involuntary reassignments shall not be made arbitrarily, vindictively, or capriciously.
- 10.4.1 Unit members hired before March 4, 2025, who are teaching in a traditional English-only classroom on that date will not be involuntarily reassigned to a dual language immersion classroom with their consent. Similarly, unit members hired before March 4, 2025 who are teaching in a dual language immersion classroom teaching assignment on that date will not be involuntarily reassigned to a traditional English-only classroom teaching assignment without their consent.
- 10.5 District will attempt to provide employees with specific assignment notices by May 15 of each year; however, enrollment fluctuations and staff changes may necessitate later notification. In such cases employees will be notified as soon as is practicable.

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

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

## **ARTICLE XII: LEAVES**

### **12.1 BEREAVEMENT LEAVE:**

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

## 12.2 JURY DUTY:

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

## 12.3 MILITARY LEAVE:

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

## 12.4 SICK LEAVE:

- 12.4.1 Unit members employed five (5) days a week shall be entitled to ten (10) days paid leave of absence for illness or injury for a school year of service. Part-time employees shall be entitled to a prorated amount of sick leave.
- 12.4.2 Unused sick leave shall accrue from year to year.
- 12.4.3 District may require as a condition of payment of sick leave a doctor's verification of the absence after three consecutive days of absence or when an unusual pattern of absence develops.
- 12.4.4 Employees shall notify the Superintendent/Principal or his/her designee as far in advance as possible of taking sick leave and notify the same of the return to work prior to the end of the student day on the day prior to return. Failure to do so may result in the employee paying for the cost of a substitute.
- 12.4.5 Employees returning to work from sick leave after surgery or serious illness/injury, upon the request of the District, must provide a doctor's release certifying he/she is able to perform the usual and customary duties of his/her assignment.
- 12.4.6 Sick leave shall be allowed for an absence due to:
  - 12.4.6.1 The inability of the employee to be present to perform duties because of personal illness, off duty injury, or confinement for medical treatment.

12.4.6.2 Personal medical or dental appointments which necessitate an absence of more than two instructional periods. (Such appointments which necessitate an absence of two instructional periods or less will not be charged against sick leave if the employee can arrange coverage by another employee and has received approval in advance for such coverage from the Superintendent/Principal or his/her designate.)

12.4.6.3 After the expiration of Worker's Compensation Benefits.

12.4.6.4 Unit members are entitled to use sick leave for disabilities contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician, provided that such verification clearly demonstrates to the District that such leave is solely for disability and not for purposes of child care or other non-disability purposes.

12.4.6.5 During any calendar year, unit members are entitled to use up to six (6) days of Accumulated Sick Leave to attend to an illness of a child, parent, spouse, or domestic partner of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; step child; a legal ward; a child of a domestic partner; or a child of a person standing in loco parentis a "domestic partner" is as defined in Section 297 of the California Family Code. A "parent" is defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.

12.4.6 Employees shall be credited with their sick leave for the work year upon the first workday of each year and need not have actually earned that leave prior to taking it. Employees may not use more sick leave than the total of that accumulated from prior years of service and that credited for the current year.

## 12.5 DIFFERENTIAL PAID SICK LEAVE:

12.5.1 Employees who have used all of their accumulated paid sick leave may be entitled to differential paid sick leave.

12.5.2 Employees on differential paid sick leave shall receive the difference between their daily salary and the daily salary paid the substitute employed to fill the vacancy.

- 12.5.3 After all earned Sick Leave is exhausted, additional leave shall be available for a period not to exceed five (5) school months. The amount deducted during this leave shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. An employee shall not be provided more than one five month period per each illness or accident. However, if a school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in the subsequent school year.

## 12.6 PERSONAL NECESSITY LEAVE:

- 12.6.1 Employees may use up to seven (7) days of their sick leave in accordance with Education Code 44981 for personal necessity leave as specified in this article. Personal necessity leave shall not accumulate from year to year. Personal necessity leave is to be used in cases of compelling personal reasons which require the employee to be absent from duty during regular duty hours. Such leave shall be taken in minimum half day increments. Examples of such leave may include but not be limited to:

- 12.6.1.1 Imminent danger to the home of an employee which reasonably require the attention of an employee during duty hours.
- 12.6.1.2 Accident or injury involving the employee's person or property, or the person or property of an employee's immediate family, of sufficient emergency nature to require the employee's attention during duty hours.
- 12.6.1.3 Serious or critical illness of a member of an employee's immediate family or a significant other reasonably requiring the immediate presence of that employee during duty hours.
- 12.6.1.4 An extension of the bereavement leave necessary for reasonable circumstances.
- 12.6.1.5 Bereavement for someone not included under Bereavement Leave, Article 12.1
- 12.6.1.6 Child care emergencies.
- 12.6.1.7 Appearance in court as a litigant or as a witness under an official order. In such cases the employee is expected to return to work when it is not necessary to be absent for the entire day.
- 12.6.1.8 Service as a pallbearer.

12.6.2 Employees shall provide advanced notice for this leave as early as is practicable.

12.6.3 In cases of a confidential nature, as determined by the employee, that employee may specify "confidential" on the absence from duty form used to specify the reason for absences. If it is necessary, however, for an employee to use more than three days for confidential reasons, that employee shall submit a request in written form to the Superintendent/Principal or his/her designee.

12.6.4 During any school year, unit members may use up to five (5) days per year of personal necessity leave and not specify any reason. When using such a day the employee will specify "not given" on the form used to specify the reason for absence.

12.6.5 With the advanced approval of the Superintendent/Principal, unit members may submit for approval, in writing with cause, for the use of (7) additional days of accumulated Sick Leave, beyond the seven (7) days provided for in Article 12.6.1. At the conclusion of the additional seven (7) days, the Superintendent/Principal shall review the status of the Leave for further action. If the additional days fall outside of Sick Leave, employees must refer to Article 12.5 (Differential Paid Sick Leave). If an eligible employee elects to exercise their FMLA rights and extend their Leave, the Leave will be considered to start on the original date of the Leave. Such Leave will be for emergency cases of Personal Necessity i.e. death or serious illness of a member of the employee's immediate family or an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

12.6.6 For purposes of this Article, "immediate family" shall be as defined in Article 12.1.

## 12.7 PERSONAL BUSINESS OR CONVENIENCE LEAVE:

12.7.1 Employees may request up to three days of leave per school year for personal business/convenience; such leave shall not be deducted from accumulated sick leave. Employees granted such leave shall reimburse the District for the cost of a substitute. Examples of such leave may include but not be limited to:

- 12.7.1.1 Attendance at weddings.
- 12.7.1.2 Attendance at graduations.
- 12.7.1.3 Attendance at athletic or other events at other school including field trips.
- 12.7.1.4 Family reunions.
- 12.7.1.5 To conduct personal business at a convenient time.
- 12.7.1.6 To accompany a spouse on a business trip.

12.7.2 This leave shall be taken in full day increments.

12.7.3 Employees will be granted such leave if:

- 12.7.3.1 The leave will not create a hardship on the District as determined by the Superintendent/Principal.
- 12.7.3.2 The request for such leave is made two working days in advance and in writing.
- 12.7.3.3 The employee shall have prepared and made available to the office adequate lesson plans for the substitute.
- 12.7.3.4 The employee agrees to reimburse the District for the cost of a substitute employee. It is understood that the costs for a substitute include the daily wage and applicable payroll costs for workers compensation, unemployment insurance, Medicare, and processing. Such reimbursement shall be paid to the District no later than ten working days after the next pay warrant received by the employee.

#### 12.8 CHILD CARE LEAVE:

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

#### 12.9 LEAVE OF ABSENCE WITHOUT PAY:

- 12.9.1 The Superintendent/Principal may grant leave of absence without pay for a period of up to five days; requests for more than five days must be approved by the Board. Such leave may be requested for the following reasons.
  - 12.9.1.1 When an employee has used up available paid sick leave and differential paid sick leave.
  - 12.9.1.2 When personal necessity or other leave is not applicable and an adequate substitute is not available.
  - 12.9.1.3 Upon request of an employee and when mutually agreed upon by both the employee and the District.

- 12.9.2 During unpaid leaves of absence of one calendar month or less, employees shall receive the District paid health and welfare benefits to which they would normally be entitled.
- 12.9.3 During unpaid leaves of absence in excess of one calendar month, the employee may elect to pay the full costs of the District paid health and welfare benefits to which they would normally be entitled. Employees who choose not to pay for those District paid benefits will be disenrolled in those plans.
- 12.9.4 A leave of absence without pay shall not exceed one year.

#### 12.10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- 12.10.1 Unit members are eligible for leaves of absence because of industrial accident or illness of up to sixty (60) work days in any one (1) fiscal year for the same accident or illness.
- 12.10.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.10.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs, which when added to the temporary disability indemnity under the California Labor Code, will result in full payment to them of not more than their full salary.
- 12.10.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability award to the employee.
- 12.10.5 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment of no more than the full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.



12.10.6 Unless travel outside of California is authorized by the Governing Board, employees receiving benefits under this plan shall remain in the State of California.

12.10.7 The District may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work. Upon such verification to return to work from an absence under this leave, an employee shall be entitled to return to his/her position or an equivalent position.

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

12.11.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12) month period are eligible for unpaid Family and Medical Leave, pursuant to applicable State and Federal law and Board policies. Full-time teachers are construed to meet the 1,250 hour requirement.

12.11.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee and to care for a newborn; or the care of the employee's child, spouse, "domestic partner" as defined in Section 297 of the California Family Code, or parent with a serious health condition. Except in the case of pregnancy disability, this leave shall run concurrently with all other paid leaves.

12.11.3 During this unpaid leave the District would continue its regular payment of group insurance premiums.

### **ARTICLE XIII: RETIREMENT PROCEDURES**

13.1 Unit members hired before November 19, 1990 who have worked full-time for ten (10) years for the District and unit members hired between November 20, 1990 and April 30, 2004 who have worked full-time for fifteen (15) years for the District and who will be at least 55 at the date of retirement under STRS are eligible to receive health benefits as follows;

1. The unit member must submit a notice of retirement before March 1st.
2. The retiree health benefits contribution shall be paid annually until the retiree reaches age 65.
3. The annual contribution shall be fixed at the amount the District contributed to an active member during the year of retirement. The retiree may use up to that retirement year CAP for "medical" only. The annual District medical insurance contribution amount shall not change during the period of eligibility.

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

## **ARTICLE XIV: EVALUATIONS PROCEDURES**

### **14.1 Frequency of Evaluation:**

#### **14.1.1 Probationary/Temporary Unit Members:**

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

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

#### **14.1.2 Permanent Unit Members:**

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

#### 14.1.3 Notification of Evaluation:

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

#### 14.2 Areas of Evaluation:

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

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

#### 14.3 Use of Publishers’ Norms:

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

#### 14.4 Evaluation Plan Meeting:

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

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

#### 14.5 Pre-Observation Conference:

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

- 14.5.1 No later than 2 days prior to a formal evaluation, the standards to be achieved in the areas described in Section 14.2 during the evaluation period.

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

- 14.5.2 A formal evaluation plan shall offer the evaluatees an opportunity to schedule the first formal classroom observation. Post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first observation shall be conducted no later than December 1; and

- 14.5.3 By mutual agreement, the evaluator and evaluatees may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 14.2: curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

14.6 Classroom Observations/Post Observation Conferences:

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

14.7 Evaluation Summary:

- 14.7.1 All final evaluation conferences for permanent, temporary, and probationary (year one) unit members shall be completed by May 1. All final evaluation conferences for probationary (year two) unit members shall be completed by March 1. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year; the original will be sent to the Superintendent/Principal's office for the unit member's personnel file. Copies must be signed by the evaluator and the evaluatees.

- 14.7.2 The evaluatees shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatees personnel file. (See Article 11.4.)

14.7.3 Upon receipt of a Formal Evaluation Summary, a unit member may request that a different administrator serve as the evaluator for the follow-up evaluation.

14.8 Unsatisfactory Evaluation of Permanent Unit Member:

If a permanent unit member is rated “Unsatisfactory” on the Formal Evaluation Summary, the evaluator shall hold a conference with the permanent unit member prior to issuance of the Formal Evaluation Summary. The permanent unit member shall be notified of the right to have an Association representative present at the meeting. A unit member receiving an “Unsatisfactory” evaluation will be provided specific recommendations for improvement. Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code 44932 through 44945.

14.9 Personnel Files: (see current contract Article 11)

14.10 Evaluation Forms:

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

Gerber Union School District Certificated Evaluation -- Timelines				
DATE	WHAT	WHO	FORMS	PROCEDURES FOR IMPLEMENTATION
Sept. 15	Notice to Unit Members and Association  Note: New hires will be notified within fifteen (15) working days of their hire date.	<ul style="list-style-type: none"> <li>• Temporary Status Teachers</li> <li>• Probationary Status Teachers</li> <li>• Permanent Status Teachers Scheduled for Formal Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher Performance Standards</li> <li>• Supporting Rubrics</li> <li>• Evaluation Contract Language</li> </ul>	District Office Responsibilities: <ol style="list-style-type: none"> <li>1. Determine unit members who are scheduled for evaluation.</li> <li>2. Notify unit members in writing they are scheduled for evaluation.</li> <li>3. Provide to the Association a complete list of those to be evaluated in the following year.</li> </ol>
By Oct. 1	Evaluation Plan Meeting	<ul style="list-style-type: none"> <li>• Temporary Status Teachers</li> <li>• Probationary Status Teachers</li> <li>• Permanent Status Teachers Scheduled for Formal Evaluation</li> </ul>	Evaluation Forms <ul style="list-style-type: none"> <li>• Pre Observation Conference</li> <li>• Evaluation</li> <li>• Formal Evaluation Summary Rating</li> <li>• Informal Observation</li> </ul>	<ol style="list-style-type: none"> <li>1. Superintendent meets with all unit members to be evaluated and provides forms and evaluation contract language.</li> </ol>
Within 2 days prior to a formal evaluation	Pre Observation Conference	<ul style="list-style-type: none"> <li>• Unit members scheduled for Formal Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Pre Observation Form</li> <li>• Evaluation Form</li> </ul>	Meet individually with teachers being evaluated to establish the Standards to be achieved during the evaluation period and to develop a formal evaluation plan.
By DEC. 1	First Formal Observation	<ul style="list-style-type: none"> <li>• Temporary Status Teachers</li> <li>• Probationary 1 and 2 Status Teachers</li> </ul>	<ul style="list-style-type: none"> <li>• Pre-Observation Form</li> <li>• Formal Evaluation Summary Rating</li> </ul>	Meet individually with teachers being evaluated to check on strengths and areas of improvement.
By MARCH 1	Post Observation and Final Evaluation Conference	<ul style="list-style-type: none"> <li>• Probationary 2 Status Teachers</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Evaluation Summary Rating</li> <li>• Informal Observation Form</li> <li>• Evaluation Form</li> </ul>	<ol style="list-style-type: none"> <li>1. Meet individually with each teacher to discuss and make recommendations for reemployment or non-re-election.</li> <li>2. Forward all evaluation documents to Superintendent.</li> </ol>
By MAY 1	Post Observation and Final Evaluation Conference	<ul style="list-style-type: none"> <li>• Permanent Status Teachers</li> <li>• Probationary 1 Status</li> <li>• Temporary Status</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluation Form</li> <li>• Formal Evaluation Summary Rating</li> <li>• Informal Observation Form</li> </ul>	<ol style="list-style-type: none"> <li>1. Meet individually with each teacher to discuss results of the evaluation.</li> <li>2. Forward all evaluation documents to Superintendent.</li> </ol>

## PRE OBSERVATION CONFERENCE FORM

TEACHER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

# GERBER ELEMENTARY SCHOOL

## Certificated Teacher Evaluation Form: School Year \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Grade(s): \_\_\_\_\_

Check one:  
 Probationary 1<sup>st</sup> Year  
 Probationary 2<sup>nd</sup> Year  
 Temporary  
 Permanent

Level of Performance		
NE = Progress Not Evident	PE = Progress Evident	MS = Meets Standards
Teacher does not demonstrate an understanding of the concepts underlying the standard(s) and implementation rarely occurs. Multiple checkmarks in a specific standard indicates unsatisfactory performance.	Teacher appears to demonstrate an understanding of the concepts underlying the standard(s); but implementation is sporadic, intermittent.	Teacher clearly demonstrates an understanding of the concepts underlying the standard(s) and consistently implements it.
Practice not consistent with standards expectations	Developing practice	Practice meets Standards

### Evaluator's Comments and Rate of Performance

#### Standard One

NE PE MS

Engaging and Supporting All Students in Learning				
1.1	Uses knowledge of students to engage them in learning			
1.2	Connects learning to students' prior knowledge, backgrounds, life experiences, and interests			
1.3	Connects subject matter to meaningful, real-life contexts			
1.4	Uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs			
1.5	Promotes critical thinking through inquiry, problem solving, and reflection			
1.6	Monitors student learning and adjusts instruction while teaching			
Comments:				

#### Standard Two

NE PE MS

Creating and Maintaining Effective Environments for Student Learning				
2.1	Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully			
2.2	Creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students			
2.3	Establishes and maintains learning environments that are physically, intellectually, and emotionally safe			
2.4	Creates a rigorous learning environment with high expectations and appropriate support for all students			
2.5	Develops, communicates, and maintains high standards for individual and group behavior			
2.6	Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7	Uses instructional time to optimize learning			
Comments:				



**Standard Three**

		NE	PE	MS
<b>Understanding and Organizing Subject Matter for Student Learning</b>				
3.1	Demonstrates knowledge of subject matter, academic content standards, and curriculum framework			
3.2	Applies knowledge of student development and proficiencies to ensure student understanding of subject matter			
3.3	Organizes curriculum to facilitate student understanding of subject matter			
3.4	Utilizes instructional strategies that are appropriate to the subject matter			
3.5	Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students			
3.6	Addresses the needs of English learners and students with special needs to provide equitable access to the content			
<b>Comments:</b>				

**Standard Four****NE PE MS**

<b>Planning Instruction and Designing Learning Experiences for All Students</b>				
4.1	Uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction			
4.2	Establishes and articulates goals for student learning			
4.3	Develops and sequences long-term and short-term instructional plans to support student learning			
4.4	Plans instruction that incorporates appropriate strategies to meet the learning needs of all students			
4.5	Adapts instructional plans and curricular materials to meet the assessed learning needs of all students			
<b>Comments:</b>				

**Standard Five****NE PE MS**

<b>Assessing Students for Learning</b>				
5.1	Applies knowledge of the purposes, characteristics, and uses of different types of assessments			
5.2	Collects and analyzes assessment data from a variety of sources to inform instruction			
5.3	Reviews data, both individually and with colleagues, to monitor student learning			
5.4	Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction			
5.5	Involves all students in self-assessment, goal setting, and monitoring progress			
5.6	Uses available technologies to assist in assessment, analysis, and communication of student learning			
5.7	Uses assessment information to share timely and comprehensible feedback with student and their families			
<b>Comments:</b>				

**Standard Six**

**NE PE MS**

Developing as a Professional Educator				
6.1	Reflects on teaching practice in support of student learning			
6.2	Establishes professional goals and engages in continuous and purposeful professional growth and development			
6.3	Collaborates with colleagues and the broader professional community to support teacher and student learning			
6.4	Works with families to support student learning			
6.5	Engages local communities in support of the instructional program			
6.6	Manages professional responsibilities to maintain motivation and commitment to all students			
6.7	Demonstrating professional responsibility, integrity and ethical conduct			
<b>Comments:</b>				

**GERBER UNION ELEMENTARY SCHOOL DISTRICT**  
**Formal Evaluation Summary Rating**  
**Certificated Teacher Evaluation Form: School Year \_\_\_\_\_**

Evaluator's Summary:

Teacher's Comments:

**Formal Evaluation Summary Rating**

____ Progress Not Evident Standards	____ Progress Evident	____ Meets
____ Unsatisfactory *		

**\* Definition of an overall "Unsatisfactory" rating see 14.7.2 of the Evaluation Article.**

I certify that this evaluation was discussed with me. My signature does not necessarily indicate agreement.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

<i>Element</i>	<i>Progress Not Evident</i>	<i>Progress Evident</i>	<i>Meets Standards 1</i>	<i>Meets Standards 2</i>
<b>1.1 Using knowledge of students to engage them in learning</b>	Teacher has limited knowledge about students' backgrounds and experiences, and makes few, if any, connections of this knowledge to student learning. Teacher poorly or inconsistently uses the adopted curriculum with minimal adaptations to address students' strengths, interests or assessed needs.	Teacher has limited knowledge about students' backgrounds and experiences, and makes few connections of this knowledge to student learning. Teacher uses the adopted curriculum with minimal adaptations to address students' strengths, interests or assessed needs.	Teacher has knowledge about students' backgrounds and experiences, and uses this knowledge to engage students in learning. Teacher adapts some lessons to address the strengths, interests and assessed needs of individual students.	Teacher has actively sought out knowledge about students' backgrounds and experiences, and uses this knowledge to more fully engage students in learning. Teacher consistently adapts instruction to incorporate the strengths, interests and assessed needs of individual students.
<b>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests</b>	Teacher poorly presents lessons and units from the adopted curriculum making limited connections to prior knowledge or real-life contexts. Teacher provides limited and/or ineffective academic language support within the content.	Teacher presents lessons and units from the adopted curriculum making limited connections to prior knowledge or real-life contexts. Teacher provides limited academic language support within the content.	Teacher plans lessons and units that build on prior knowledge and connect learning to real-life contexts, modifying instruction to support learning. Teacher provides academic language support to make content more accessible.	Teacher plans lessons and units that build on prior knowledge, life experiences, and interests so that students connect learning goals with real-life contexts. Teacher builds on students' comments and questions during lessons to modify or extend instruction. Teacher supports students in building academic language skills that make content more accessible and understandable.

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

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

<i>Element</i>	<i>Progress Not Evident</i>	<i>Progress Evident</i>	<i>Meets Standards 1</i>	<i>Meets Standards 2</i>
<b>1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs</b>	Teacher ineffectively and inconsistently plans instruction to meet the general learning needs of students. Few, if any, activities require student participation. Teacher has limited awareness of materials and technologies that could benefit students with special needs. Teacher rarely, if ever, asks students to use technologies to access information.	Teacher plans instruction to meet the general learning needs of students. Few activities require student participation. Teacher has limited awareness of materials and technologies that could benefit students with special needs. Teacher rarely asks students to use technologies to access information.	Teacher plans instruction to meet students' assessed learning needs and to increase active participation in learning. Teacher adapts some materials to accommodate students with special needs. Teacher plans activities that ask students to integrate use of technologies to access information.	Teacher uses differentiated instructional strategies to meet students' assessed learning needs and to ensure active participation in learning for all students. Teacher adapts materials to accommodate students with special needs and uses appropriate adaptive technologies to provide access to the curriculum. Teacher plans activities that ask students to use technologies and other media sources to access information.
<b>1.5 Promoting</b>	Teacher ineffectively plans lessons that include some	Teacher plans lessons that include some opportunities	Teacher plans lessons that engage students in problem	Teacher provides learning opportunities that challenge

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

Gerber  
Elementary  
School

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

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

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

California Standards for the Teaching Profession (CSTP) – **Standard Two**

Description of Practice for *Creating and Maintaining Effective Environments for Student Learning*

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

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



California Standards for the Teaching Profession (CSTP) – **Standard Two**

Description of Practice for *Creating and Maintaining Effective Environments for Student Learning*

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

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

<i>Element</i>	<i>Progress Not Evident</i>	<i>Progress Evident</i>	<i>Meets Standards 1</i>	<i>Meets Standards 2</i>
<b>3.1 Demonstrating knowledge of subject matter academic content standards and curriculum frameworks</b>	Teacher's working knowledge of subject matter is not current in most academic content standard areas and instruction. Teacher seldom identifies key concepts within the content.	Teacher's working knowledge of subject matter is current and incorporates most academic content standards in instruction. Teacher identifies key concepts within the content.	Teacher's working knowledge of subject matter as related to academic content standards and curriculum frameworks is current and supports student learning. Teacher identifies and focuses instruction on key concepts within the content.	Teacher's working knowledge of subject matter as related to academic content standards and curriculum frameworks is current and incorporates a broad range of perspectives that support all students in learning. Teacher identifies and focuses instruction on key concepts and themes within the content and makes explicit connections across subject areas.
<b>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</b>	Teacher has limited knowledge of student development as it applies to understanding of subject matter. Teacher lacks awareness of proficiency levels of English learners and instructional needs of students with special needs, related to subject matter instruction.	Teacher has some knowledge of student development as it applies to understanding of subject matter. Teacher has limited awareness of proficiency levels of English learners and instructional needs of students with special needs, related to subject matter instruction.	Teacher applies general knowledge of student development to increase student understanding of subject matter. Teacher differentiates some instruction to address proficiency levels of English learners and to meet instructional needs of students with special needs.	Teacher applies knowledge of human development and learning theory to ensure individual student understanding of subject matter. Teacher consistently differentiates instruction to integrate the identified language proficiency levels of English learners and to meet identified instructional needs of students with special needs.
<b>3.3 Organizing curriculum to</b>	Teacher poorly organizes the curriculum around	Teacher loosely organizes the curriculum around	Teacher organizes and sequences the curriculum	Teacher organizes and sequences the curriculum around standards-based

<b>facilitate student understanding of subject matter</b>	key concepts, themes and skills. Instruction includes limited varied perspectives, and is poorly organized and core concepts are poorly covered.	key concepts, themes and skills. Instruction includes some varied perspectives, and is organized to ensure that core concepts are adequately covered.	around key concepts, themes, and skills. Instruction integrates a range of perspectives, and is organized to assist students in developing a deep understanding of core concepts.	concepts, themes, and skills. Instruction reveals and values a range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts and their interrelationship through the curriculum.
---	--	---	---	--

California Standards for the Teaching Profession (CSTP) – **Standard Three**

Description of Practice for *Understanding and Organizing Subject Matter for Student Learning*

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

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

Gerber  
Elementary  
School

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

	<b><i>Progress Not Evident</i></b>	<b><i>Progress Evident</i></b>	<b><i>Meets Standards 1</i></b>	<b><i>Meets Standards 2</i></b>
<b>4.1 Using knowledge of students' academic readiness, language</b>	Teacher has limited awareness of the cultural and language backgrounds represented among students. Teacher has not begun	Teacher has some awareness of the cultural and language backgrounds represented among students. Teacher has begun to use assessed	Teacher has knowledge of students' cultural and language backgrounds and community experiences and uses this to inform planning and instruction. Teacher	Teacher has knowledge of and demonstrates understanding of students' diverse cultural, language and community experiences and uses this knowledge to make explicit connections within his/her planning and instruction. Teacher uses

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

California Standards for the Teaching Profession (CSTP) – **Standard Four**

Description of Practice for *Planning Instruction and Designing Learning Experiences for All Students*

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

<b>to support student learning</b>	include differentiation or sequencing to support individual learning or to build concepts over time. Long-term planning is not evident.	limited differentiation or sequencing to support individual learning or to build concepts over time. Limited long-term planning is in evidence.	Instruction supports most students in meaningful, standards-based learning, drawing on varying perspectives. Instruction is differentiated and sequenced to build concepts over time and to promote understanding of subject area topics.	students in meaningful, standards-based learning, which draws on multiple and diverse perspectives. Instruction is differentiated and logically sequenced to build content and concepts over time and to promote understanding and challenge thinking about complex issues.
<b>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</b>	Teacher develops few, if any, lessons based on subject matter from adopted texts and materials. Teacher incorporates few, if any, teaching strategies to differentiate instruction for some students. Teacher rarely reflects on instructional outcomes when planning new lessons.	Teacher develops most lessons based on subject - matter from adopted texts and materials. Teacher incorporates some teaching strategies to differentiate instruction for some students. Teacher reflects intermittently on instructional outcomes when planning new lessons.	Teacher develops lessons that build on students' subject-matter knowledge and extend text and related materials. Teacher incorporates teaching strategies that differentiate some aspects of instruction and can adjust content to remediate or redirect instruction. Teacher reflects on instructional outcomes when planning new lessons.	Teacher develops lessons and units that build on students' prior learning and subject-matter knowledge beyond the text and related materials. Teacher incorporates strategies that differentiate instruction based on identified language and learning needs and can adjust content to remediate or accelerate instruction. Teacher reflects on instructional outcomes and applies new learning to future planning.

California Standards for the Teaching Profession (CSTP) – **Standard Four**

Description of Practice for *Planning Instruction and Designing Learning Experiences for All Students*

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

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

Gerber  
Elementary  
School

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

<b>Element</b>	<b>Progress Not Evident</b>	<b>Progress Evident</b>	<b>Meets Standards 1</b>	<b>Meets Standards 2</b>
<b>5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessment</b>	Teacher has limited knowledge about the varied purposes of assessments and seldom and ineffectively uses assessments from the adopted curriculum to determine learning outcomes. Teacher has limited awareness of issues regarding reliability and validity within assessment tools	Teacher has limited knowledge about the varied purposes of assessments and primarily uses assessments from the adopted curriculum to determine learning outcomes. Teacher has some awareness of issues regarding reliability and validity within assessment tools	Teacher is knowledgeable about a variety of assessment tools. Teacher uses assessments from the adopted curriculum and, when possible, selects other assessments that provide data about learning outcomes. Teacher is aware of issues regarding reliability and validity within some assessment tools and, when possible,	Teacher is knowledgeable about the benefits and limitations of a wide range of assessments. Teacher uses multiple assessment sources and formats that provide reliable data about specific learning outcomes including those from the adopted curriculum. Teacher is aware of issues regarding reliability and validity that impact assessment outcomes from a given assessment tool and consistently uses multiple sources of data to determine grades that fairly and accurately reflect

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

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

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



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

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

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

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

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

<i>Element</i>	<i>Progress Not Evident</i>	<i>Progress Evident</i>	<i>Meets Standards 1</i>	<i>Meets Standards 2</i>
<b>5.7 Using assessment information to share timely and comprehensible</b>	Teacher has inconsistent communication with families. Teacher seldom communicates with resource providers,	Teacher has limited communications with families. Teacher communicates with resource providers, as	Teacher communicates when needed with families and resource providers, using assessment information to guide	Teacher communicates regularly with families and resource providers, using current and timely assessment information to guide conversations. Teacher communicates information about student

<b>feedback with students and their families</b>	using available assessment data.	needed, using available assessment data.	conversations. Teacher communicates information about student progress in a manner that is understandable and respectful.	progress in a manner that is understandable and respectful, allowing all parties involvement in the support of students at school and at home.
--	----------------------------------	--	---	--

Gerber  
Elementary  
School

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

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

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

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

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

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

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

<i>Element</i>	<i>Progress Not Evident</i>	<i>Progress Evident</i>	<i>Meets Standards 1</i>	<i>Meets Standards 2</i>
----------------	-----------------------------	-------------------------	--------------------------	--------------------------

<b>6.7 Demonstrating professional responsibility, integrity and ethical conduct</b>	<p>Teacher lacks awareness of the legal and ethical obligations of the teaching profession and professional and legal responsibilities regarding conduct.</p>	<p>Teacher has some awareness of the legal and ethical obligations of the teaching profession and professional and legal responsibilities regarding conduct.</p>	<p>Teacher adheres to the legal and ethical obligations of the teaching profession in relationship to interactions with students and families. Teacher is aware of professional and legal responsibilities regarding conduct.</p>	<p>Teacher adheres to the legal and ethical obligations of the teaching profession in relationship to interactions with students, families, employer and the larger community. Teacher continuously and rigorously pursues knowledge regarding professional and legal responsibilities that guarantee a high quality education for all students.</p>
---	---	--	---	--

## **ARTICLE XV: MISCELLANEOUS**

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

## **ARTICLE XVI: TERM**

- 16.1 This agreement shall have effect and be binding upon the District, the Association, and the members of the bargaining unit and shall remain in full force and effect through June 30, 2028.
- 16.2 This Agreement shall remain in full force and effect during the periods of negotiations.
- 16.3 The Agreement is to the extent authorized by law, the entire agreement between the Parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of the Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.
- 16.4 All negotiations for the 2025-26 and 2026-27 school year are closed, unless a change in law or program funding requires re-opening negotiations. For the 2027-28 school year, each party may reopen negotiations on Article VIII: Wages and Salaries and Article IX: Health and Welfare Benefits, and any two (2) other Articles of this Agreement or subjects within the lawful scope of representation by notifying the other party in writing no later than the second week of September of the 2027-28 school year.

## **ARTICLE XVII: VACANCY POSTING PROCEDURES**

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

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

## **ARTICLE XII: IMPACT OF LAYOFFS**

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

## **ARTICLE XIX: ORGANIZATIONAL SECURITY**

### **Employee Rights**

- 19.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.
- 19.2 Dues Deduction
- 19.2.1 The Association has the sole and exclusive right to have membership dues deducted by the District for unit members.
- 19.2.2 The District shall deduct from the pay of Association members and pay to the



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

- 19.2.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction at any time.

19.2.3.1 The district shall notify the Association if any member revokes their dues deduction authorization.

19.2.3.2 The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than (30) calendar days after submission of the form to the designated representative of the District.

## **ARTICLE XX: WORKING CONDITIONS**

- 20.1 Unit members shall not be required, but may volunteer in an emergency, to perform toileting duties as part of their job duties.

- 20.2 This article shall only be in effect only when the District employs a Music or PE teacher.

20.2.1 After the first two full weeks of school, prep/collaboration time will be provided for TK-6 teachers through PE instruction with a certified PE teacher. The intention of the parties is that half of the time provided will be used for weekly grade level collaboration meetings and half of the the time provided will be prep time. If the PE teacher is absent or otherwise not available, the prep/collaboration time will not be provided.

20.2.2 After the first two full weeks of school, prep time will be provided through music instruction with a certified music teacher. If music prep time is cancelled, time will not be provided that day, but the music teacher will make every effort to reschedule the time.

- 20.3 When a certificated specialist is providng instruction to a classroom, such as PE or music, the homeroom teacher may utilize this time for prep/collaboration time, unless the specialist, the homeroom teacher, and the SEB team all agree that attendance of the homeroom teacher is required due to behaviors or othe circumstances.

- 20.4 The District and the Association agree that the Dual Immersion Program, being vital to the success of our students, will be governed by the Dual Immersion Program Handbook.

All parties agree no changes shall be made to the Dual Immersion Handbook except by mutual agreement of the District and the Association.

#### **ARTICLE XXI: SEVERABILITY**

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

FOR DISTRICT:

---

Board President

---

Superintendent/Principal

FOR ASSOCIATION:

---

GTA President

---

Bargaining Chair

Board Approved: April 14, 2025

Revised : August 19, 2025

# Gerber Union Elementary School District 2025-26 Calendar

	M	T	W	TH	F
<b>JULY</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
<b>AUGUST</b>					1
17 School Days	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
<b>SEPTEMBER</b>	1	2	3	4	5
21 School Days	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
<b>OCTOBER</b>			1	2	3
18 School Days	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
<b>NOVEMBER</b>	3	4	5	6	7
13 School Days	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
<b>DECEMBER</b>	1	2	3	4	5
15 School Days	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

84

	M	T	W	TH	F
<b>JANUARY</b>				1	2
19 School Days	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
<b>FEBRUARY</b>	2	3	4	5	6
15 School Days	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
<b>MARCH</b>					
22 School Days	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
<b>APRIL</b>					
16 School Days			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
<b>MAY</b>					
19 School Days					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
<b>JUNE</b>					
5 School Days	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

96

☉ No SERRF: January 16th, 2026

◇ Teacher Duty Day

■ Legal and Local Holidays

○ Non-Instruction Days

▨ Minimum Days

△ Staff In-Service Days

😊 Parent Conferences

Report Cards Home:

TK-8 (11/14, 3/6, & 6/5)

Progress Reports Home: (At conference, 1/9, 4/10)

First Day of School: **August 7, 2025**

Last Day of School: **June 5, 2026**

Back to School Night: **August 14, 2025**

First Trimester Ends: November 7, 2025

Second Trimester Ends: February 27, 2026

Open House: May 21, 2025

Graduation: June 5, 2026








180 Total Instructional Days

# Gerber Union Elementary School District

## 2026-27 Calendar

	M	T	W	TH	F
<b>JULY</b>			1	2	3
	6	7	8	9	10
	13	11	12	13	14
	20	21	22	23	24
	27	28	29	30	31
<b>AUGUST</b>	3	4	5	6	7
18 School Days	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
<b>SEPTEMBER</b>		1	2	3	4
21 School Days	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
<b>OCTOBER</b>				1	2
17 School Days	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
<b>NOVEMBER</b>	2	3	4	5	6
15 School Days	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
<b>DECEMBER</b>		1	2	3	4
14 School Days	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

	M	T	W	TH	F
<b>JANUARY</b>					1
18 School Days	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
<b>FEBRUARY</b>	1	2	3	4	5
15 School Days	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
<b>MARCH</b>	1	2	3	4	5
20 School Days	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
<b>APRIL</b>				1	2
19 School Days	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
<b>MAY</b>	3	4	5	6	7
19 School Days	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
<b>JUNE</b>		1	2	3	4
4 School Days	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

-  No SERRF: January 15th, 2027
-  Teacher Duty Day
-  Legal and Local Holidays
-  Non-Instruction Days
-  Minimum Days
-  Staff In-Service Days
-  Parent Conferences
- Report Cards Home:
- TK-8 (11/13, 3/5, & 6/4)
- Progress Reports Home: (At conference, 1/8, 4/9)

First Day of School: **August 6, 2026**  
 Last Day of School: **June 4, 2027**  
 Back to School Night: **August 13, 2026**  
 First Trimester Ends: November 6, 2026  
 Second Trimester Ends: February 26, 2027  
 Open House: May 20, 2027  
 Graduation: June 4, 2027  
 180 Total Instructional Days

85

95

# Gerber Union Elementary School District Certificated Teacher Salary Schedule 2025-26

Step	I (BA+30)	II (BA+42)	III (BA+54)
1	\$ 60,388	\$ 62,050	\$ 63,756
2	\$ 62,050	\$ 63,756	\$ 65,509
3	\$ 63,756	\$ 65,509	\$ 67,309
4	\$ 65,509	\$ 67,309	\$ 69,159
5	\$ 67,309	\$ 69,159	\$ 71,062
6	\$ 69,159	\$ 71,062	\$ 73,017
7	\$ 71,062	\$ 73,017	\$ 75,027
8	\$ 73,017	\$ 75,027	\$ 77,090
9	\$ 75,027	\$ 77,090	\$ 79,211
10	\$ 77,090	\$ 79,211	\$ 81,387
11	\$ 79,211	\$ 81,387	\$ 83,628
12	\$ 81,387	\$ 83,628	\$ 85,925
13	\$ 83,628	\$ 85,925	\$ 88,288
14	\$ 85,925	\$ 88,288	\$ 90,716
15	\$ 88,288	\$ 90,716	\$ 93,212
16	\$ 90,716	\$ 93,212	\$ 95,777
17	\$ 93,212	\$ 95,777	\$ 98,408
18			\$ 101,116
19			\$ 103,897
20			\$ 106,756
21			\$ 109,690
25			\$ 110,787 **1% of step 21**
30			\$ 112,449 **1.5% of step 25**

Special Projects/Outside Training \$55/hr

2.43% Increase from previous year

Teacher in Charge-per section 8.10 of the Gerber CTA Contract

\$14,950 annually towards health benefits

Master's Degree holders will receive \$1064 annually

BCLAD Stipend \$1064 annually

Combo Class Stipend \$2131 annually

Dual Immersion \$2131 annually

\*\*1% Longevity for step 25 or years of service

\*\*1.5% Longevity for step 30 or years of service

## Appendix C

Adopted: 4/14/25

Effective: 7/1/25

Revised: 8/18/25

# Gerber Union Elementary School District 2026-27 Certificated Teacher Salary

Step	I (BA+30)	II (BA+42)	III (BA+54)
1	\$ 61,336	\$ 63,024	\$ 64,757
2	\$ 63,024	\$ 64,757	\$ 66,537
3	\$ 64,757	\$ 66,537	\$ 68,366
4	\$ 66,537	\$ 68,366	\$ 70,245
5	\$ 68,366	\$ 70,245	\$ 72,177
6	\$ 70,245	\$ 72,177	\$ 74,163
7	\$ 72,177	\$ 74,163	\$ 76,205
8	\$ 74,163	\$ 76,205	\$ 78,300
9	\$ 76,205	\$ 78,300	\$ 80,455
10	\$ 78,300	\$ 80,455	\$ 82,665
11	\$ 80,455	\$ 82,665	\$ 84,941
12	\$ 82,665	\$ 84,941	\$ 87,275
13	\$ 84,941	\$ 87,275	\$ 89,674
14	\$ 87,275	\$ 89,674	\$ 92,141
15	\$ 89,674	\$ 92,141	\$ 94,675
16	\$ 92,141	\$ 94,675	\$ 97,280
17	\$ 94,675	\$ 97,280	\$ 99,953
18			\$ 102,704
19			\$ 105,528
20			\$ 108,432
21			\$ 111,412
25			\$ 112,526 **1% of step 21**
30			\$ 114,214 **1.5% of step 25**

1.57% Increase from previous year  
 Teacher in Charge-per section 8.10 of the Gerber CTA Contract  
 \$14,950 annually towards health benefits  
 Master's Degree holders will receive \$1081 annually  
 BCLAD Stipend \$1081 annually  
 Combo Class Stipend \$2164 annually  
 Dual Immersion \$2164  
 \*\*1% Longevity for step 25 or years of service  
 \*\*1.5% Longevity for step 30 or years of service

## Appendix D

Adopted: 4.14.25  
 Effective: 7/1/26  
 Revised 8/18/25

## Staff Adjunct List

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

<b>DUTY</b>	<b>A</b> (Approx. 0-8 hours)	<b>B</b> <b>\$250 stipend</b> (Approx. 9-16 hours)	<b>C</b> <b>\$500 stipend</b> (Approx. 17+)
MTSS Teams	MTSS Tier 1 <u>Who:</u>  MTSS Tier 2 <u>Who:</u>		
PBIS Team (2-3)		PBIS Team <u>Who:</u>	
Facebook page (184 school days only) <ul style="list-style-type: none"> <li>• Post upcoming events</li> <li>• Promote positive messaging</li> <li>• Share weekly photos of happenings around the school</li> </ul>			Facebook page <u>Who:</u>
Fun Friday <ul style="list-style-type: none"> <li>• Maintain spreadsheet</li> <li>• Communication with staff and volunteers</li> </ul>		Fun Friday <u>Who:</u>	
6th grade WES fundraiser			6th grade WES fundraiser <u>Who:</u> 1. 2.
Multicultural event planning		<b>Día de los Muertos</b> <u>Who:</u> 1. 2. 3. 4.	

		<b>Other</b> <u>Who:</u>  2.  <b>Special Persons Day (Grandparents Day)</b> <u>Who:</u>  2. 3. 4.	
3rd evening duty <ul style="list-style-type: none"> <li>Refer to evening duty list</li> </ul>	3rd evening duty <u>Who:</u>		
School dance chaperone (sign up for at least 2)	Chaperone  Date (fall): <u>Who:</u> 1. 2. 3. Date (winter): <u>Who:</u>  1. 2. 3. Date (spring): <u>Who:</u> 1. 2. 3.		
Reading Incentive Program (AR points) and Read Across America lead <ul style="list-style-type: none"> <li>Yearly commitment</li> <li>Monthly rewards/incentive</li> <li>Organize a RAA event</li> </ul>			Reading Incentive Program:  <u>Who:</u>
Student Lunch Club: teacher leads a group during lunch with a focus topic. <ul style="list-style-type: none"> <li>Commitment: At least 2 days per month</li> </ul>		Lunch Club  <u>Who:</u>	



Latina Leadership driver (TBD) <ul style="list-style-type: none"> <li>• 6 days</li> </ul>			Latina Leadership driver  <u>Who:</u>
Kiln <ul style="list-style-type: none"> <li>• Outreach to teachers</li> <li>• Purchase clay and materials</li> <li>• Document hours</li> </ul>		Kiln  <u>Who:</u>	