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JON J.P. FERNANDEZ  
Superintendent of Education

September 25, 2017

REF: COE 17-0117  
LEUNG, D.

MEMORANDUM

To: Governor of Guam  
Via: Attorney General of Guam *EPD 9/26*  
From: Superintendent of Education  
Subject: **Collective Bargaining Agreement; AG Ref# 17-0117**

Attached please find the Agreement Between the Guam Federation of Teachers, AFT Local 1581 and the Guam Education Board for GDOE Teachers for your review and approval.

Should you have any comments, questions or concerns, please do not hesitate to contact our office at 300-1547.

*[Signature]*  
JON J.P. FERNANDEZ  
Superintendent of Education

Attachment



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OFFICE OF THE ATTORNEY GENERAL  
ADMINISTRATION  
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GUAM DEPARTMENT OF EDUCATION

# AGREEMENT

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BETWEEN THE  
GUAM FEDERATION OF TEACHERS  
AFT LOCAL 1581  
AFL-CIO  
AND THE  
GUAM EDUCATION BOARD  
FOR GDOE TEACHERS

9/4/2017

CFD1017-5193

# Collective Bargaining Agreement

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## **Preamble**

The Guam Education Board, hereinafter referred to as the 'Board' and the Guam Federation of Teachers, Local 1581, hereinafter referred to as the 'Union,' hereby enter into this Agreement in conformity with the Organic Act of Guam, under 48USC 1421 (g) (b); 17 GCA and other applicable Guam laws; 4 GCA 10 (PEMRA) and its implementing regulations, 2 GAR Chapter 5; Guam Education Board's Policies and Rules and Regulations; and any federal statutes, rules and regulations as applicable.

The Parties agree that neither the Board, nor the employees of the Guam Department of Education, hereinafter referred to as the "Department," nor the Union shall intentionally violate any provision of this Agreement.



## **Article 1: Recognition and Definitions**

### **1.A Recognition**

The Board and the Superintendent recognize the Union as the exclusive representative subject to and in accordance with the Public Employee Management Relations Act of Guam, 4 Guam Code Annotated, Chapter 10, and rules and regulations promulgated, for the following categories of fulltime classified employees:

- a. Classroom Teachers
- b. Classroom Teachers I-VI
- c. Teacher Specialists
  - i. Multi-media Coordinators
  - ii. Activity Directors
- d. Vocational Instructors
- e. Counselors
- f. School Health Counselors

Any reclassification of any of these positions or newly created positions that are categorized under the same related job classification schedule of the Civil Service Commission shall also be recognized as part of this Agreement. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiations with government management officials concerning terms and conditions of their employment not otherwise fixed by law. The Union shall represent those persons who perform the duties and functions performed by personnel in the bargaining unit as spelled out above and who occupy full-time classified positions.

### **1.B Definitions**

- 1.B.1 Administrator: Any line or staff member of the Department of Education who falls within the organization between the Board of Education and teachers, as set forth in Article 1, Section A.
- 1.B.2 Assembly: A multi-class meeting where a group of students are assembled for an educational purpose.
- 1.B.3 Classroom Teacher: A member of the bargaining unit whose duty consists primarily of instruction of students.
- 1.B.4 Department: The Guam Department of Education
- 1.B.5 Duty Day: The maximum amount of time that a member of the bargaining unit is required to be at their worksite.
- 1.B.6 Grievance: Employee complaints which relate to the working conditions or relationships to GDOE Policies, rules regulations, laws, or this agreement and which cannot be resolved through informal discussions with the immediate supervisor. An employee or group of employees of the bargaining unit may file grievances.
- 1.B.7 Grievant: Employee initiating a grievance

- 1.B.8 **Instructional Day:** The time from the beginning of the school's first class until the dismissal of the school's last class. Seven hours for secondary and six hours for elementary
- 1.E.9 **Instructional Time:** That time when a teacher has the assigned responsibility for students.
- 1.B.10 **Parent-teacher conference day:** A time for teachers to meet with parents and guardians. Additional clarification found in 3.G.
- 1.B.11 **Preparation Period:** The non-instructional time during the duty day of a classroom teacher, exclusive of teacher breaks and lunch, which is reserved for subject preparation and is free from other assigned duties.
- 1.B.12 **School:** An institution or place of instruction or education.
- 1.B.13 **School Council:** A collaborative body representing department chairs administrators, among others, that has been empowered to make decisions at school sites, as provided for by law, Board policy, or this Agreement.
- 1.B.15 **Seniority:** Defined in 3.E.
- 1.B.16 **Steward:** A person designated by the Union to represent members of the bargaining unit at the worksite.
- 1.B.17 **Subject Preparation:** The preparation for a specific course that requires a separate lesson plan (e.g. algebra and geometry are two distinct courses).
- 1.B.18 **Superintendent:** The Superintendent of the Department of Education.
- 1.B.19 **Teacher:** A member of the bargaining unit as set forth in the Recognition. In the text of this Agreement, a teacher may be more specifically referred to by functional title.
- 1.B.20 **Transfer:** Pertains only to changes of worksite.
- 1.B.21 **Union Representative:** Any designee certified by the Union.
- 1.B.22 **Worksite:** Any school or other location where members of the bargaining unit are assigned

## **Article 2: Duties and Responsibilities**

### **2.A Duty Day**

- 2.A.1 The school year will consist of 186 workdays or its equivalent, inclusive of 180 instructional days or its equivalent, two parent-teacher conferences days, two-to-nine professional development days, and two teacher workdays.
- 2.A.2 For elementary teachers, the total instructional time, including preparation periods, shall not be more than 900 hours for the school year. For secondary teachers, the duty day shall not be more than seven hours daily for secondary and six hours daily for elementary. Elementary and secondary teachers need time outside of instructional time to include, but not limited to, preparing

lesson plans or materials, correcting papers, conferring with students, parents, colleagues, administering, or performing other professional activities of the teacher's choosing.

- 2.A.3 Instructional day is defined as the time from the beginning of the school's first class until the dismissal of the school's last class. In times of unforeseen circumstances that force an early dismissal, an instructional day shall be considered fulfilled when the school has been in session for at least half of the scheduled instructional day. Professional development days will be used as make up days, in whole, when instructional hours are compromised.
- 2.A.4 Regular elementary teachers will have a preparation period during the time when the students are consecutively attending Chamorro classes and a class held by a specialist teacher. The specialist teachers and Chamorro teachers will have a preparation period during their duty day (20 minutes for primary and 30 minutes for intermediate per Chamorro/Specialist)
- 2.A.5 Teachers must be at the worksite a total of 15 minutes distributed before and/or after instructional day in a distribution determined by a plurality vote of the school faculty and administration who are in attendance during the first faculty meeting.
- 2.A.6 Duty station means the area on the campus in which the teacher conducts his/her duties and responsibilities, such as the classroom for instructional faculty, the library for the librarian, etc.
- 2.A.7 Teachers may leave the campus during their preparation period(s) upon providing a purpose that must be directly related to classroom preparation. Notification may be done by signing-out in a school-designated logbook. Teachers must sign-in upon returning to the campus. Any misuse or late return may be subject to progressive discipline.
- 2.A.8 Teachers must start instruction at the identified time based on the school schedule.
- 2.A.9 Teachers in the Secondary schools must be at their duty station by the warning bell or school identified indicator that must not be less than five minutes and no more than ten minutes prior to the start of instruction.
- 2.A.10 Teachers in elementary schools must pick up students from the designated area(s) at least five minutes before the start of instruction at the beginning of the instructional day. Teachers should consider the travel time from the designated area(s) to the classroom to ensure the timely start of instruction at the beginning of the instructional day.
- 2.A.11 Teachers who will not report to work or will be late for work must notify the Principal or his/her designee no later than one hour prior to the start of duty day, or as soon as possible if circumstances arise that prohibit them to do so before this time. Teachers are not required to sign-in every morning for payroll or accountability purposes. In cases of emergencies or incapacitation, other individuals may make this notification on behalf of the teacher. Forms of communication are limited to phone call, email correspondence, or text.

## **2.B Supervision**

- 2.B.1 The board and the union agree that creating a supportive learning environment requires effective management in and outside of the classroom. Student safety while on campus is of utmost

importance and the largest resource for supervision on any campus is that of the teachers. Teachers are an integral part of ensuring the safety and well-being of students while on campus, including assemblies, recesses, and before/after school. The teacher has a duty of care to the students, which is based on the principle of *in loco parentis*.

- 2.B.2 Teachers are highly encouraged to carry out student supervision during non-instructional time, including, but not limited to, breakfast, recess, breaks, and/or lunch times, in exchange for a duty-free preparation time.

Teachers must be visible in the hallways during transition times to ensure that there is supervision. Students will line up outside of their classrooms before class or until the teacher allows them into the classroom when the tardy bell rings. Teachers who leave their classroom areas must secure and lock their doors until they return.

- 2.B.3 For elementary teachers that are not tasked with supervision at certain times, they must escort their students to the playground, cafeteria, and to the bus depot.
- 2.B.4 Elementary teachers must pick up their students from the playground or cafeteria after the recess and lunch periods, respectively. Other teachers may share the responsibility of picking up students.
- 2.B.5 Teachers must remain with and actively supervise their students during school assemblies. With the approval of administration, teachers may be excused to meet for professional learning communities.
- 2.B.6 Teachers must provide supervision during school-wide activities held on campus during a regular instructional day. Teachers can meet with their PLC or other committees at the worksite provided they receive approval from their school administrator.

## 2.C Leave Policies

### 2.C.1 Maternity Leave/Paternity Leave: 4 GCA 4107

Maternity/Paternity leave dates shall include the date of birth or adoption. If the event occurred during breaks, as reflected in the school year calendar and exclusive of government holidays and there are no duty days within the span of maternity/paternity leave, this leave shall not apply. If the event occurred and encompasses a duty day within twenty consecutive workdays, those duty days shall be covered.

### 2.C.2 Sick Leave: 4 GCA 4108

2.C.2.a If a teacher is absent because of illness for four or more consecutive days, the teacher may be required to furnish certification of such illness from a licensed physician. Sick leave for less than four consecutive days shall not require a physician's certification except for specific cases where a teacher's pattern of sick leave indicates possible misuse of leave. In the latter case, a principal may require such individual to provide a physician's certification of illness if the principal has stated in writing to the individual that such certification will be subsequently required and has outlined in writing the pattern upon which this action is based. If the certification required is not furnished, all absences, which would have been covered by such certification, shall be classified as absent without leave.

2.C.2.b The Department shall provide each teacher with a statement of accumulated sick leave in September and February, unless such information is included on the employee's biweekly pay statements or available for view with an online system (e.g. Employee Self Service).

**2.C.3 Personal Leave: 17 GCA 3216**

2.C.3.a Teachers shall be granted three duty days paid leave each school year for personal reasons or to conduct personal business which cannot be accomplished after school, or on weekends.

2.C.3.b Except in unforeseen circumstances, personal leave notice must be given a minimum of two full instructional days in advance. Leave taken to extend holidays requires at least seven calendar days advance notice. The minimum charge of personal leave shall be one hour and additional charges in multiples thereof.

2.C.3.c Personal leave shall not be used during the first and last week of school year without the expressed written approval of the school administrator.

2.C.3.d A maximum of four percent or two members, whichever is greater, of the bargaining unit may be out on personal leave and administrative leave on the same day. In the event that more than the aforementioned maximum requests personal leave and administrative leave on the same day, it will be the sole discretion of the principal to grant leave in excess of that maximum.

2.C.3.e Personal leave may be revoked by the Superintendent subject to the authority provided by Department of Education Personnel Rules and Regulations. (Ref: Chapter 10 Section 910.002).

2.C.3.f Personal leave shall either be approved or denied within twenty-four hours of the request.

2.C.3.g Teachers shall be paid for all unused personal leave at their hourly rate within one pay period of the end of the school year. In lieu of payment, educators may, at their option, transfer all unused personal leave to their sick leave account. Such election must be made not less than thirty (30) days prior to the end of the school year.

**2.C.4 Bereavement Leave**

(Ref: GDOE Personnel Rules and Regulations Chapter 10 Section 910.411)

**2.C.5 Leave without Pay**

(Ref: Personnel Rules & Regulations Chapter 10 Section 910.600)

2.C.5.a An employee on such leave shall be returned to his/her previous assignment if possible, but may have to accept another assignment with the same position status if returning more than four weeks after the commencement of such leave.

2.C.5.b Unless wrongdoing is suspected, the Superintendent must provide a written revocation to the teacher at least two weeks in advance of taking effect. The teacher has the responsibility of keeping the Department informed of changes of address and/or residency.

2.C.5.c For planning purposes, employees on prolonged leave of absence without pay, shall inform the school administrator of their expected return date.

**2.C.6 Administrative Leave**

(Ref: Personnel Rules & Regulations Chapter 10 Section 910.400)

**2.C.7 Educational Leave**

(Ref: Personnel Rules & Regulations Chapter 10 Section 910.416)

**2.C.8 Sabbatical Leave**

(Ref: Personnel Rules & Regulations Appendix I - Sabbatical Leave Guidelines and Contract, Section 911.150)

**2.C.9 Union Related Leave**

2.C.9.a The Department shall grant up to four teachers up to eight days of administrative leave, for the purpose of going to specific Educational Research and Dissemination courses that have been identified by the Superintendent and the Union to provide professional development to both the faculty and staff of the Department.

2.C.9.b Bargaining unit members selected by the Union are subject to approval by the Superintendent. Upon return, the recipients of this leave shall, at the very minimum, present a workshop for the remaining members of the bargaining unit. For said leave, the Union shall give the Superintendent a minimum of four weeks' notice in writing. The granting of leave to more than one member of the bargaining unit per worksite, for purposes contained in this section, shall require the written approval of the principal.

2.C.9.c The Union's representative to the Board may be granted administrative leave for the purposes of attending officially sanctioned Board activities or meetings that occur during the duty day. A minimum of 24 hours' notice shall be given, and said leave shall not be unreasonably withheld.

2.C.9.d Upon request from the Union and the individuals involved, up to two teachers per year may have a leave of absence with pay for up to ten days each per year for Union- related activities. For such leave, the Union must notify the Superintendent at least two weeks in advance. This leave may not be taken during the first or last two weeks of the school year without specific approval of the Superintendent. Such approval shall not be unreasonably withheld. The union is obligated to report to the Superintendent on how the activity benefited the Department within seven calendar days of return from leave.

**2.C.10 Leave Requests and Notices**

2.C.10.a All leave forms and supporting documents shall be submitted in a timely fashion to the principal or supervisor for his/her disposition. Approval or disapproval of leave must be communicated to the employee within two working days. Except for sick leave, leave applications must be approved prior to taking leave.

**2.D Transfers**

**2.D.1 Voluntary Transfers**

The Board and the Union agree that teachers who are satisfied with their assignment are more productive teachers. Teachers may request to transfer to another school at any time provided it is for the start of the next academic school year. Teacher request to transfer to another school within the current academic school are addressed on a case by case basis and requires the approval by the releasing and receiving principal. Once approved, the Human Resource Division will take action accordingly.

## **2.D.2 Involuntary Transfers**

Involuntary transfers may be made only in the following cases: a position is deleted at the school site due to the lowering of student enrollment in a course or within the school setting; a position is deleted at the school site as a result of Board approved curricular changes; or in situations involving emergencies or other public safety or health concerns.

2.D.2.a The principal or supervisor must inform all teachers in the department or area of studies affected in writing, citing deadline for implementation, in an effort to secure a voluntary transfer.

2.D.2.b If there are no volunteers within a reasonable time, the decision of the teacher or teachers to be transferred will be based upon the least seniority and the curriculum needs of the school.

2.D.2.c Teachers to be involuntarily transferred shall be notified as soon as possible of the decision and shall be given the opportunity to voluntarily transfer to other positions for which they are qualified and which are vacant.

2.D.2.d Any teacher who is unable to continue in a particular position due to deletion of the position and lack of school seniority shall be able to displace any teacher at the school with less school seniority in a position for which the first teacher is certified.

2.D.2.e A teacher whose position has been eliminated shall be given first preference for any other vacancy for which that teacher qualifies.

2.D.2.f Teachers who have been involuntarily transferred shall have first preference for transfer back to that school or worksite, if a position becomes vacant for which they are qualified.

2.D.2.g Teachers, who have been transferred, either voluntarily or involuntarily, from a school or worksite, due to the closing of that school or worksite, shall have first preference over all others, regardless of seniority, in the event the school or worksite is reactivated. The Union shall hold Department chairperson elections, which are open to all members of the bargaining unit, within two weeks, after the teacher staffing is announced and shall make known the results of the elections to the school administrator.

## **2.E Student Information**

2.E.1 Teachers must maintain accurate record of their students' behavioral, academic, and attendance progress.

2.E.2 Such information must be treated with the utmost level of confidentiality.

## **2.F Student Conduct**

2.F.1 Teachers must hold students to strict account for their conduct while on the school premises and when on authorized off-campus school activities during school hours.

2.F.2 Teachers must exhaust all progressive disciplinary actions in handling student minor misconduct in the classroom prior to referring the student for administrative action. Student minor misconduct is defined by the Board or the Superintendent.

- 2.F.3 Teachers may refer students exhibiting disruptive behaviors who commit major offenses to their school administrators. Teachers shall send a written explanation of the incident or problem to their school administrators at the time of the referral that may include a recommendation for a specific disciplinary action that is consistent with the discipline policies and procedures of the Department.
- 2.F.4 Teachers may request a conference with the parents/guardians of students they refer to school administrators. Teachers shall be given written notification of the action taken by school administrators on referred students by the time the students are returned to class or within one working day of the referrals, whichever occurs first. School administrators shall not return students to class for that period for level two and level three offenses that jeopardize the safety of the class unless the school administrator consults with the referring teacher.
- 2.F.5 During a school-sponsored activity held outside of school hours, supervising teachers shall hold students accountable for adhering to school rules. Teachers who attend these events to support the organization or activity should inform the supervisor of the activity of any inappropriate behavior.

## **2.G Custodial Duties**

- 2.G.1 Teachers will require their students to maintain neat, clean and orderly classrooms by performing traditional housekeeping chores, such as erasing the chalkboard/whiteboard, picking up papers, and picking up chairs when appropriate.
- 2.G.2 Teachers shall notify administration in writing upon knowledge of any maintenance, health, and safety concerns in order to provide a safe and sanitary school facility for students consistent with health and safety standards as outlined by the regulatory agencies (i.e. Guam Fire Department, Department of Public Health and Social Services, Environmental Protection Agency). A receipt of acknowledgement will be given to the reporting teacher(s). (Refer to the following webpage for reportable items: <https://goo.gl/EnTJTf>)
- 2.G.3 Teachers who eat in the classroom must dispose of their trash immediately in proper receptacles.
- 2.G.4 Non-Appropriated Funds (NAF) approved food items must be stored in covered plastic containers.

## **2.H School Committees and Activities**

- 2.H.1 Teachers must be involved in at least one committee or serve in a leadership capacity for the school/department. This involvement must be teacher driven. Examples of school committees are, but not limited to, School Web Management, PTO participation, Interscholastic Sports (coaching or attending), school extra and co-curricular activities (advising or chaperoning), District Wide Meetings (ASPER, Board meetings), Curriculum Cadre committee, PBIS committee, school program coordination and participation, student orientations, accreditation coordination, focus group leadership, Read-A-Thon, and Art-A-Thon. Teachers re-assigned due to administrative action are exempted.
- 2.H.2 All teachers will be involved in or provide input throughout the accreditation process.
- 2.H.3 Teachers who perform duties on behalf of the department during non-instructional times shall be afforded workers' compensation, medical reimbursements, and medical coverage.

## **2.I Attire/Professionalism**

- 2.I.1 Teachers must dress in an acceptable manner that allows them to complete their work and does not disrupt, distract, or impede the educational process.



## **2.J Communication**

- 2.J.1 All electronic correspondences amongst teachers, administrators, and/or parents must be done using the Finance, Student, Administration, and Information Services (FSAIS) assigned GDOE email account. When not available, other electronic means, such as personal email accounts, may be used in the interim.
- 2.J.2 Each teacher is expected to maintain an accurate communication log between students, parents, and him/her.
- 2.J.3 A student information system (e.g. Powerschool) will be used as a mechanism of communication for parents regarding student progress. Teachers must update PowerSchool once a week with a grade or an activity/assignment with the exception of those who use standards-referenced grading. If the student information system is unavailable due to technical issues, teachers should make every effort to inform parents of their child's progress as they see fit.
- 2.J.4 Teachers must receive a manual class roster along with the most recent contact information by the second week of classes or by the end of the add/drop period.

## **2.K School-Home Connection**

- 2.K.1 Students must not receive a failing grade ("F") or an unsatisfactory ("U") citizenship mark without having exhausted all means of communication (i.e. phone calls, notes sent home, use of the social worker for home visits, and email) with parents first to address any academic or behavioral deficiencies. If the student is passing two weeks prior to the end of the quarter, such remedies will not need to be addressed.
- 2.K.2 At each mid-quarter the student information system must be current. Schools will develop a process to issue progress reports for those who are unable to access the student information system.
- 2.K.3 Progress reports may include suggestions for parental assistance for the child.
- 2.K.4 When parents file a concern with a teacher, the teacher has 48 hours or within two duty days to provide a response to the parent regarding the concern.
- 2.K.5 Teachers shall provide students and families with the following information at the beginning of every school year/semester: Course outlines/syllabi for secondary students; letter of introduction for elementary school students. The letter of introduction must contain behavioral and academic expectations. The course syllabus must contain skills that students will be expected to acquire and behavioral/attendance expectations, as well parental expectations to assist their child in meeting success.
- 2.K.6 Teachers shall maintain a file documenting parent/guardians have received the above documents.

## **2.L Mandatory Reporting Requirements**

Teachers are required by law to report suspicions of child abuse/neglect to the appropriate agency. Reports to school officials do not fulfill the teacher's legal responsibility. See Student Procedural Assistance Manual (SPAM) for further guidance.

## **2.M Teacher Observation and Evaluation**

The Professional Teacher Evaluation Program (PTEP) shall be used to improve teachers' instructional practices and as the evaluation tool.

## Article III: Instruction and Support

### 3.A Lesson Plans

- 3.A.1 Teachers are to maintain lesson plans for their classrooms.
- 3.A.2 Lesson plans remain the personal property of the individual(s) who form the lesson. Teachers may be required to turn in lesson plans for the purpose of review and comments for improvement, but the lesson plans are not subject for approval.
- 3.A.3 Teachers responsible for the instruction of students shall prepare lesson plans as an essential part of their teaching responsibilities. The format and organization of lesson plans are best determined by the individual teacher to meet the needs of the students and the content; however, a standardized lesson or unit plan format may be developed and agreed upon by teachers and school administration.
- 3.A.4 Every lesson or unit plan should include, at a minimum, an indication of the objectives, consistent with the adopted curriculum, the district content standards and performance indicators, and the national learning standards, school learner outcomes, Anticipatory set of effective grabber, Closure, Procedures (e.g. instruction strategies, methods of assessment, checking for understanding, guided practice, modifications for students in need), textbooks/Materials/Resources used to support the lesson.
- 3.A.5 These plans shall be aligned to district or school curriculum maps.
- 3.A.6 Emergency plans shall be submitted for use upon an emergency absence of a teacher. The emergency plan should not require students to learn a new skill, but instead reinforce prior skills taught. Emergency lesson plans must be up-to-date and replenished when used. Initial emergency lesson plans must be submitted by the end of the first week of classes for elementary schools. Schools on block scheduling should have a 10-day emergency lesson plan on reserve and traditional schedules should have five emergency lesson plans. After the emergency lesson plans have been exhausted, the respective professional learning community shall be responsible for facilitating the submission of lesson plans and working with the substitute teacher until a limited term teacher is hired. If in the event that there is only one teacher in the content, teachers from other schools may assist the school in providing lesson plans.
- 3.A.7 In the event a teacher is out on long-term leave, a request to fill the position temporarily shall be submitted by the school administrator. Every effort shall be made by the district to cover the long-term leave with a limited term teacher.

### 3.B Preparatory Period

- 3.B.1 The school administrator shall make every effort to limit subject preparations to two per semester.
- 3.B.2 In the event that three subject preparations become necessary the following conditions shall apply:
  - 3.B.2.a No teacher shall teach outside of the teacher's certification or endorsement unless the teacher elects to teach during their preparation time.
  - 3.B.2.b No teacher shall be assigned to a third subject preparation unless the teacher agrees to accept the third subject preparation. If necessary, a teacher may be assigned to a third subject preparation. The request to teach a third subject preparation will be based on the seniority process.

3.B.2.c A conference shall be held with the teacher, and school administrator concerning the subject of and the need for the third subject preparation. A Union representative shall be afforded upon request.

**3.B.3 Part time teaching during preparation period (requirement, pay, etc.)**

Teachers may teach a class during their preparation period on a part-time status at their hourly rate. Teachers may teach outside of their certified areas when covering during preparation periods.

If they are teaching 50% or more in their content areas based on their normal teaching assignment, they are considered to be teaching in their certified content areas.

**3.B.4 When teachers who are members of the bargaining unit choose to work during summer school or after school (e.g. ASPIRE, Eskuelan Puengi, Double Sessions or teaching at other schools), or any other teaching assignment outside their normal duties, shall be part time employees hired under a separate DE-1, and be paid the hourly rate of their current annual salary based on their teacher classification and step. Teachers shall be paid a 30-minute preparation period for two hours of instruction and one hour for more than four hours of instruction.**

**3.C Department Chairperson Preparatory Period**

**3.C.1 There shall be a department in each secondary school for the following areas of instruction:**

Language Arts, Mathematics, Science, Social Studies, World Languages, Chamorro, Physical Education, Health, Counseling, special services, Fine Arts, Business, Family and Consumer sciences, JROTC. Smaller departments may be consolidated by the school administration to form a larger department not to exceed 13 teachers.

**3.C.2 There shall be a grade chairperson for each grade level, plus representation for support faculty in each elementary school.**

**3.C.3 Department and grade chairpersons shall be selected annually:**

The principal will post the list of departments, grades or teams in the first week of March. Each school shall determine when elections for the position department or grade level chairperson will be held. Any teacher interested in the position may submit his/her name in nomination. Should no teacher be so nominated, the principal shall select the chairperson with that person's concurrence. Should there be more than one nominee, the teachers in the department or grade level will create an election committee to conduct an election.

**3.C.4 Department, grade chairperson and/or team teaching leaders shall coordinate programs and materials and shall serve as instructional liaison between the teachers of the department or grade and the school administration. Primary duties of the department, grade chairperson and/or team teaching leaders shall be:**

- a. Assist teachers in daily and long-range plans.
- b. Conduct department, grade or team-teaching meetings.
- c. Work with program consultants in all matters pertaining to instruction.
- d. Assist teachers in the use of available instructional materials.
- e. Assist in organizing and conducting curriculum development programs in their area.
- f. Provide the leadership for the development of in-service training programs.
- g. In the absence of a school-level professional development cadre, serve as a member of the school curriculum committee.
- h. Prepare the budget request for the department/grade level.

- i. Maintain an accurate inventory of supplies, textbook and equipment in the department/grade level.
  - j. See that all materials and supplies are distributed to teachers in the department/grade level and catalog all instructional materials as they are received
  - k. Assist the principal/school administrator in seeing that all equipment assigned is properly stored, handled, and accounted for.
- 3.C.5 Department, grade chairperson and/or team-teaching leaders shall be allowed sufficient time for elementary and department preparation period for secondary during duty hours to carry out their duties.
- 3.C.6 Secondary department chairpersons shall have one regularly scheduled department preparation period if there are four to 13 classroom teachers in the department or consolidated department. For departments with 14 or more classroom teachers, an additional preparation period shall be provided.
- 3.C.7 For elementary grade chairpersons, the equivalent of three-half days of contact hours per month of release time shall be provided to conduct grade level chairperson duties.
- 3.C.8 For departments having less than four teachers, release time may be provided to the department chairperson. When possible, the request shall be made two days in advance to the school administrator. Denial of such request shall be justified in writing. If there is no department chairperson, then the department may be linked with another department that has a department chair.
- 3.C.9 Teachers may leave the campus during their department release time to conduct department business with the approval of the principal or designee.

### **3.D Master Schedule**

- 3.D.1 The principal/school administrator in each school shall provide a listing of the courses to be offered the following school year by last Friday of March of each year. Teachers shall indicate their teaching assignment preference by completing the Preference Sheet by the third Friday of April. The principal/school administrator shall make the teaching assignments based on seniority. Final teaching assignments will be completed by the last teacher workday, and teachers will be provided a copy of such assignments. Every effort will be made to provide room assignments at the last teacher workday. Room assignments shall be course specific (e.g. courses requiring specialized equipment/facilities must be placed in an appropriate classroom such as Chemistry and Cooking).
- 3.D.2 Program specifics for teaching assignments shall include:
- a. Subjects by course name and number and/or grade level;
  - b. Special or unusual requirements;
  - c. The session, if the school is to operate on more than one session; and
  - d. In case of unforeseeable or emergent circumstances such as overcrowding, reasonable efforts shall be made to consult the affected teachers prior to any changes.

### **3.E Seniority**

- 3.E.1 Seniority, as used expressly within this Agreement and for no other purpose, shall be defined by the following, in the event of a tie the next condition on the list applies:

- a. Years at the worksite within the bargaining unit. The teacher must hold a valid certification in that subject or grade level.
- b. Years within the Department
- c. Total number of credits beyond a bachelor's degree
- d. Years within Government of Guam
- e. Teacher evaluation results

3.E.2 Any break in service at the school/work site for more than one calendar year will mean loss of all prior seniority. Seniority for new schools or consolidation of schools shall be negotiated at such time with the Union. Seniority shall not be used to displace a certified teacher within that subject area as part of a transfer or a rehire. The school administrator does not have to consider seniority when rehiring the teacher at the school site; however, seniority shall be maintained once the teacher is rehired at the school site within the time frame.

### **3.F Shared Decision Making**

3.F.1 The Board and the Union agree that giving teachers increased responsibility for the selection and development of educational reform fosters the collegial exchange of ideas necessary for effective professional practice and enhancement of the learning environment. Teacher involvement in reforms such as shared decision making/site-based management, Year Round Education (YRE), and charter schools will improve the quality of decisions made and help ensure the success of those programs chosen to be implemented.

3.F.2 Six members of the bargaining unit shall be selected by the Union to participate in school reform initiatives, e.g., shared decision making/site-based management, year-round education, charter schools, etc. The Superintendent shall provide the teachers such released time as is necessary to participate fully in reform initiatives. As an alternative, the teachers may be paid at an hourly rate no less than their yearly salary divided by 2,080 hours for work performed outside their normal duty day.

3.F.3 In support of shared decision making/site-based management, each school will develop procedures for shared decision making/site-based management which legitimately engages administrators, teachers, support staff, parents, community members, and students where appropriate, in planning, gathering and analyzing data, proposing, implementing, and evaluating solutions, and making decisions in the best interest of the individual school. This procedure, which will enable decisions to be made at the level closest to implementation, is in the evolutionary process assuming greater definition through annual review and modification. These procedures will ensure that teachers shall be given the opportunity to participate in decisions, which directly affect them.

3.F.4 Realizing that shared decision making/site-based management require additional resources for successful implementation, the Board is committed to the training of staff members in skills needed to work effectively and efficiently as a group (e.g. facilitation skills, group process, team building, consensus building, problem solving, conflict management, trust building and empowering others). Additional resources will also be used to support orientation and other information programs to promote understanding and successful implementation of shared decision-making.

3.F.5 Bargaining unit members who participate in shared decision making/site based management shall not be excluded from the definition of "teacher" under the contract, provided that they maintain certification as required by the Guam Commission on Educator Certification.

3.F.6 For the purposes of this Agreement, the Board may recognize a School Council upon the request of the principal of a school if the Board determines that the request conforms generally to the provisions of law, Board Policy or the terms of this Agreement.

### **3.G Parent Teacher Conferences**

3.G.1 The Board should provide for up to 2 parent teacher conference days. The Department shall set the schedule of days on which conferences will be held. Conference days shall be five (5) hours of conference time and a one (1) hour lunch, and teacher attendance is required. Conference days shall be non-instructional days. These scheduled parent-teacher conferences are in addition to individual parent-teacher conferences, which are encouraged. Conference hours shall not occur more than one (1) hour before or shall not exceed one (1) hour after normal school operational hours.

3.G.2 Children of faculty within the school will not be considered out of district and will be accepted into the school.

3.G.3 In order to facilitate the participation of teachers in the development of school programs and the Family-School Partnership, teachers shall be afforded an open enrollment period to enroll their children at any school based on submitting the school's application between January 15th and January 31st to the school administrator. Acceptance will be based on a first come first serve basis before non-DOE employees until maximum capacity for that grade level is reached. Once a child is accepted, they may continue enrollment for all necessary grade levels until completion at that school unless the child violates any item on the school's out of district contract.

### **3.H Teacher Workload/Assignments/Teaching Load**

3.H.1 Each teacher shall have a lunch period equal in length to that of the students. A teacher's lunch and break times shall be duty free (e.g. no meetings during lunch or mandatory tutoring hours). Teacher break and lunch periods combined shall not be less than 60 minutes and shall not exceed 75 minutes. The allocation of this time for teacher lunch and break periods shall be at the discretion of the school principal in consultation with the instructional staff. Each elementary class shall include a daily recess period of at least 15 minutes. A teacher may use the 15 minute daily recess as a break time.

3.H.2 The Board and the Union agree that instructional time, the essence of the educational process, is sacrosanct, and shall not be interrupted except for:

- a. Emergency situations or drills
- b. Board or Superintendent sanctioned activities
- c. School activities approved by the majority of teachers at the site. The school administration may deny school activities.
- d. A copy of the approved school schedule will be provided to all teachers at the beginning of the school year and when amendments occur.

3.H.3 When student attendance is required at a school assembly in lieu of class time, teachers shall be required to remain with their classes and supervise them during the assembly unless otherwise

determined by the school administrator. Voluntary teacher supervision or sponsorship of other school functions and extracurricular activities is essential to the success of such functions.

### **3.I Instructional Day and Teaching Load**

- 3.I.1 Each elementary classroom teacher shall have a preparation period of at least 30 consecutive minutes in length. The Chamoru Language, Art, Music or Physical Education teachers shall be accorded the same amount of preparation time as the classroom teachers.
- 3.I.2 Elementary teachers shall not be required to conduct classes for more than two consecutive hours without a break of at least 15 minutes.
- 3.I.3 Secondary teachers shall not be required to conduct classes for more than three hours without a lunch, preparation period, or other break period of 15 minutes. Each secondary teacher shall have at least one preparation period during the instructional day equal in length to the other periods. To the extent possible, members of teaching teams shall have preparation periods scheduled to allow for joint planning and subject preparation.
- 3.I.4 A majority of the teachers assigned to the school may vote, at any time, to recommend modification of instructional time for innovative scheduling (block, modular, etc.). The Principal of the school shall document the vote and notify the GEB.
- 3.I.5 For traditional or six-period alternating block schedule in secondary schools, teachers will have no more than 140 concurrently enrolled students in classes at a time per school year. For the accelerated 4x4 block schedule, teachers will have no more than 84 concurrently enrolled students in classes at a time per block. For an eight-period alternating block, teachers will have no more than 168 concurrently enrolled students in classes at a time for the school year.

### **3.J Faculty Meetings**

- 3.J.1 At each regularly scheduled meeting, ten minutes shall be reserved for the union representative to make announcements to its bargaining unit during which attendance is voluntary. The union representative shall not solicit memberships, collect membership dues, or conduct internal organization business.
- 3.J.2 Teachers will be required to attend a maximum of 10 regular faculty meetings a year and no meeting will exceed one hour. The agenda shall be distributed to faculty members one day in advance. The agenda for the meeting may include subjects submitted by the faculty members at least two instructional days in advance. Announcement of the meeting must be made at least one week in advance unless the meeting is regularly scheduled. The faculty will vote at the first teacher workday of the year whether to hold morning or afternoon meetings.
- 3.J.3 At least once per school year during any new teacher orientation, at the department level and school level, time shall be set-aside for the purposes of joint presentation and discussion by the Union and management of this collective bargaining agreement. Management and Union shall agree in advance on the time to be allotted to the joint presentation, which shall in no event be less than twenty minutes or longer than one hour. Topics shall include management and faculty rights and responsibilities under the Agreement and shall reserve time for questions and answers.

### **3.K Special Meetings**

The principal may call special faculty meetings as needed. No formal agenda is required, but meetings are limited to a single topic. Meetings shall be 30 minutes or less. Teachers shall

not be required to attend more than three special faculty meetings per semester, unless the principal and steward agree otherwise.

### **3.L Committees**

- 3.L.1 The Department and the Union recognize the value of committees for educational development and growth, and the necessity of including teachers and the Union in decisions that affect instruction and the schools, therefore, teacher members on joint committees and all other District-level committees and task force shall be appointed by the Union. School-level committees are excluded from appointment by the Union.
- 3.L.2 Within 30 days of the beginning of the school year (by October 15 the first year of this Agreement), the Superintendent and the President of the Union, or their designees, shall meet to determine the standing joint Board-Union committees, their duties, and their membership. There shall be joint committees to address the areas of textbooks, curriculum, calendar, salary, and educational improvement. When appropriate, existing committees may be continued. The parties may form other joint committees at any time.
- 3.L.3 All joint committees shall operate in accordance with the rules set forth below:
  - 3.L.3.a The Superintendent and the President of the Union, or their designees, shall appoint a chairperson pro-tem for each committee, who shall make the appropriate arrangements for the committee's initial meeting. The committee shall elect a chairperson and a secretary and whatever other officers it deems necessary from among its members.
  - 3.L.3.b All joint committees shall hold their first meeting of the school year within fourteen days of their formation. Thereafter, meetings shall be scheduled at a time and place to be determined by the committee. Meetings may be scheduled outside duty hours.
  - 3.L.3.c Minutes of each meeting shall be kept, to include time and place of meeting, members present, actions taken and results of votes taken. The minutes shall show date, time, and place of next meeting. Copies of the minutes shall be promptly provided to the Superintendent and the Union.
  - 3.L.3.d A quorum for the initial meeting shall be a majority of the number of committee members appointed. The committee shall determine its quorum for subsequent meetings. The chairperson shall promptly report to the Superintendent and the Union any committee meetings cancelled, with the reasons for cancellation and listing of those absent, if applicable, for corrective actions as appropriate, and for rescheduling of the meeting.
  - 3.L.3.e Committees shall establish procedures for the conduct of their meetings. In the absence of such procedures, committee meetings shall be governed by Robert's Rules of Order (Revised) except as modified above.
  - 3.L.3.f The Superintendent/Board may accept and implement the recommendations of any committee, or remand them to the committee for further action. If remanded, the committee shall schedule its next meeting as soon as possible.

### **3.M Curriculum Resources**

- 3.M.1 The Guam Department of Education will provide teachers with a curriculum map and curriculum guide to direct classroom instruction, provide standards of learning, and facilitate a guaranteed and viable curriculum for all students.



- 3.M.2 Instructional supplies, equipment, textbooks, and workbooks are necessary to carry out effective instructional activities in accordance with the approved curriculum map. Therefore, these resources shall be made available to teachers. The Department shall provide sufficient textbooks or digital textbooks so that each student shall be issued an appropriate text for that subject and for individual student reading and math levels.
- 3.M.3 Teachers participate in determining materials to be stocked. Departments, grade levels, interdisciplinary teams will update their requests for supplies, equipment, and other instructional resources by September 15 and the closing of each school year.
- 3.M.4 Teacher supply requests shall be filled within 24 hours.
- 3.M.5 School supply rooms shall be accessible to teachers. An updated listing of all items currently in stock shall be posted on the door of the school supply room and in teachers' lounges.

### **3.N Special Education**

- 3.N.1 The Department shall provide a minimum of one teaching assistant or school aide in the elementary level and a minimum of two teaching assistants or school aides in the secondary level for special education teachers. In order to make the most effective assignment of aides, the administrator shall consult the teacher involved.

### **3.O English Language Learner Program**

The Department shall provide a minimum of one teaching assistant or school aide in the elementary level and a minimum of two teaching assistants or school aides in the secondary level for ELL teachers. In order to make the most effective assignment of aides, the administrator shall consult the teacher involved. The Department will make every effort to recruit bilingual personnel of the dominant languages represented in the ELL student population.

### **3.P Science**

Each science teacher shall be placed into a subject appropriate classroom where a sink would be appropriate for dissections, chemical usage, and cleaning of laboratory tools.

### **3.Q Elementary Grades**

- 3.Q.1 Kindergarten teachers will be provided with a teaching assistant or school aide for targeted interventions a minimum of two hours per class per day and teachers in grades one through five will be provided with a teaching assistant or school aide a minimum of one hour per class per day.
- 3.Q.2 Teachers shall have access to:
  - a. Internet and email to improve communication with students and parents
  - b. Computers for their students with basic software-word processing, database, spreadsheet, web browsers, antivirus software, multimedia presentation software, or other required instructional software specific to the content area
  - c. Power sockets and sufficient electricity to maintain systems
  - d. Printing
  - e. Multimedia projector, multimedia interactive boards, audio devices (e.g. speakers)
  - f. Projection screen
- 3.Q.3 In addition to the basic technology requirements, the standard equipment for each member of the bargaining unit shall consist of at least:

- a. Storage or file cabinet, teacher's desk and chair, with at least one being provided with appropriate lock and key
  - b. Shelves
  - c. Adequate student furniture appropriate size and in good condition
  - d. Properly functioning equipment for the subject area being taught and services rendered
  - e. White board or chalkboards and bulletin boards
- 3.Q.4 Teachers are not responsible for replacement costs for lost keys. However, teachers may not receive an additional set of keys if their keys are repeatedly lost.
- 3.Q.5 Elementary through secondary classes shall have physical education equipment.
- 3.Q.6 Each teacher shall be adequately supplied with standard supplies such as:
- a. Paper, thumbtacks, glue, white board markers, chalk, pens, scissors, white out, masking and transparent tape, paper clips, pencils, construction paper or craft paper, a properly functioning pencil sharpener, staplers and staples, white board or chalk erasers, other standard classroom supplies which are necessary for classroom operation exclusive of content specific supplies.
  - b. In addition, special education and elementary teachers will be provided, in reasonable quantities, the following supplies: rulers, crayons, water colors, scissors (including an adequate supply of left-handed scissors), construction paper, drawing paper, painting , paper, lined primary writing paper, tempera paint, non-toxic liquid glue, paste and string.

### **3.R Curriculum Materials**

- 3.R.1 The Department shall provide every teacher:
- a. Curriculum guides, Curriculum maps, standards, publications, and textbooks (print or electronic) teacher editions of resources and instructional materials for each subject the teacher is required to teach
  - b. Publications and textbooks (including teacher editions) shall be consistent with the approved curriculum and standards.

### **3.S Technology Use and Support**

- 3.S.1 The GDOE is committed to empowering students to be globally competitive and innovative thinkers who contribute to their community's sustainability. Access to inclusive technology enriches curriculum and the life of the community.
- 3.S.2 Teachers are to include the use of appropriate technology to facilitate learning, manage their grades, and communicate both internally and externally. The department shall offer teachers the opportunity to:
- 3.S.2.a Attend technology orientation to have the opportunity to receive an available laptop from the department (district level)
  - 3.S.2.b Use of personal computers require an up-to-date antivirus program and the approval of FSAIS. FSAIS may take a personal computer offline until the situation is corrected. The teachers will have to coordinate with FSAIS to place their computers back online. FSAIS will address the situation within five working days.
- 3.S.3 Education Technology Use Policy (User Agreement form) and Student agreement for the Acceptable Use of the Guam Department of Education's wireless Network for Student-Owned devices at Guam Department of Education Schools (Board Policy 379), and Cellular Phone Disclosure Statement Orientation. Elementary and middle school teachers will provide this

orientation to their homeroom students. High school English core content teachers or through other agreed upon processes will provide this orientation to their students. The orientation consists of reading through the three forms. This orientation must occur during the first week of classes.

- 3.S.4 Teachers must incorporate the technology guidelines aligned to subject content-subject applications, which includes online safety such as iSafe or any other safety curriculum provided by GDOE. This lesson should be completed prior to using the computers:
- 3.S.4.a assess mobile computing devices daily (classroom sets and mobile computing devices that students take back and forth to home) for physical damage and count them to ensure none are missing
  - 3.S.4.b should ensure mobile computing devices are never left unsecured
  - 3.S.4.c monitor students while using the mobile computing devices at all times.

### **3.T Online Courses**

#### **3.T.1 First Right of Refusal**

3.T.1.a A teacher who has initially authored an online course will be given first right of refusal to teach that course for the first four years after the course is developed. In order to exercise this right, the teacher author is responsible for submitting a written notice to the appropriate supervisor prior to May 1st, or the term prior to teaching the course during the same academic year that it has been developed, expressing a willingness to accept the specific teaching assignment for the following academic year. First right of refusal status is not affected by summer term or non-contract term assignments, or terms when the course is not offered.

#### **3.T.2 The right does not apply in the following situations:**

- a. When the course has been developed by a team
- b. When the teacher has modified or adapted a pre-developed course, whether by another faculty member, or third party.
- c. When the teacher is no longer a full-time teacher or a teacher at the school where the course was developed.
- f. When the supervisor's unsatisfactory evaluation of the online course or teacher occurs after initial class offering.

### **3.U Field Trip**

3.U.1 An educational field trip is an extension and an integral part of a student's learning experience. a teacher's lesson. A field trip should be designed so participants can easily make connections between the focus of the field trip and the concepts they are learning in the rest of the educational program.

3.U.2 There shall be a minimum group size of three students required for special competitions or performance field trips. There shall be a minimum of 80% student participation for field trips that are an extension of classroom instruction. Teachers/Advisors/Coaches shall work with their administrators to use public resources efficiently. Teachers are encouraged to secure coverage for student(s) who will not participate in the field trip activity. Coverage may include other teachers accepting some students. A list of students receiving coverage and their whereabouts shall be

forwarded to the school administrator prior to the field trip. Field trips shall not be cancelled if teacher cannot secure coverage.

- 3.U.3 Field trips which encompass the lunch period shall be permitted to stop for lunch at whatever site is chosen, provided the stop is included in the approved field trip plan. Lunches must include food and beverages that meet the minimum nutritional values identified by the Food and Nutrition Services Management Division (see Board Policy 705).
- 3.U.4 If a field trip is an extension of classroom instruction, then a lesson plan must be provided. If the fieldtrip is tied to extra-curricular activities sponsored by clubs, interscholastic sports, or organizations, then lesson plans are not required. However, the request must include activity objectives and an agenda linked to the school goals. Teachers may be approved to take classes or groups of students on field trips outside normal school hours. Government transportation for on-island trips may be provided, if requested and available.
- 3.U.5 Teachers must submit a field trip request form to an administrator at least two weeks in advance for on/off-campus field trips.
- 3.U.6 For off-island field trips, teachers must submit a field trip request at least six months in advance or at the Superintendent's discretion.
- 3.U.7 Teacher offering a field trip must allow all students the opportunity to attend
- 3.U.8 Field trip forms must be used to seek approval from other teachers of students attending the field trip at least one week in advance. Another teacher may deny a student to attend the field trip if the student:
  - a. is currently failing;
  - b. is on the sixth or more field trip for the semester;
  - c. has excessive absences; or
  - d. has incurred a Level Three Offense on the Office Discipline Referral (ODR) for the quarter.
- 3.U.9 Students shall not be penalized for non-participation in field trips.
- 3.U.10 Teachers must provide alternative lessons for these students who cannot attend the field trip.

### **3.V Teaching Strategies**

Research shows that teacher integration of literacy-related instructional strategies facilitates student learning across all content areas. With the use of content-specific information, it is through the literacy skills of reading, writing, listening, speaking, viewing and presenting that students acquire and retain content knowledge and content-specific abilities. Teachers shall use a variety of instructional strategies such as *Classroom Instruction That Works (CITW)*, *Sheltered Instruction Observation Protocol (SIOP)*, and other research-based strategies that support student learning.

### **3.W Class Size**

- 3.W.1 The Board and the Union recognize that large class sizes can significantly impact the effectiveness of instruction. Therefore, the parties share a joint commitment to maintain classes at a size that will facilitate instruction.
- 3.W.2 Students with Individual Educational Plans (IEP), within the ELL program, receiving Section 504 accommodations, or have a Behavior Modification Plan (BMP) in a mainstreamed class may count as two to one.

3.W.3 Students in the ELL program must be placed according to their program levels described in Board Policy 312: ESL Procedural Manual.

**Table 1. ELL Program Levels:**

<b>Program Type</b>	<b>Maximum Load</b>	<b>Notes and Exceptions</b>
Pull – out	10 per class	Elementary
Sheltered	10 per class	Elementary
Sheltered	14 per class	Middle School
Sheltered	16 per class	High School
Consultation	75	Per ESL Coordinator/Teacher if the Coordinator/Teacher is servicing additional students in another program option such as pull-out, sheltered, etc.
Consultation	250	Per ESL Coordinator if the Coordinator is servicing consultation students only

**3.W.4 Elementary Class Size**

3.W.4.a Universal Preschool K4 shall not exceed 18 students. As the Universal Preschool K4 program expands, considerations for class size must be addressed, preferably not to exceed 14 students.

3.W.4.b Pre-Gate shall not exceed 14 students

3.W.4.c Head Start shall not exceed 20 students

3.W.4.d Kindergarten classes shall not exceed 18 students

3.W.4.e Grades 1 – 3 shall not exceed 23 students

3.W.4.f Grades 4 – 5 shall not exceed 25 students

3.W.4.g GATE K-5 shall have a maximum of 12 pull-out students per grade level with a total teacher load of 60 per teacher.

**3.W.5 Secondary Class Size**

3.W.5.a Grades 6-12 regular classrooms shall not exceed 28 students

3.W.5.b Ceramics, Home Economics, Carpentry, and other special programs that require specialized equipment shall not exceed 20 students. All other Art courses shall not exceed 24 students. Teachers who teach Band, Choir, Dance or other performing arts classes may receive more than their allotted class size upon a written agreement with the school administrator.

3.W.5.c The parties also recognize that maintaining the class sizes set out above may be difficult in certain circumstances so continued collaboration between the parties is highly encouraged to identify both long-term and short-term goals.

**3.W.6 Special Education Class Size**

Class size for elementary, middle, and high school resource rooms shall be a maximum of 12 students. Hearing impaired class size shall be a maximum of 10 students.

## **Article IV: Professional Learning**

### **4.A State Strategic Plan (SSP)**

The SSP invests in the long-term capacity building of department personnel by providing them training and resources on research-proven Curriculum-Instruction-Assessment-Intervention (C-I-A-I) strategies and effective school structures. Teachers and instructional personnel are presented with the research, trained on specific strategies to implement research findings, then are provided an opportunity to implement and refine their skills through regular reflection and collaboration with their peers.

#### **4.A.1 Curriculum-Instruction-Assessment-Intervention**

- 4.A.1.a Teachers focus on the design and implementation of explicit organizational structures and processes to ensure the ongoing improvement and development of each area of instructional leadership both at the school and district levels.
- 4.A.1.b Teacher focus on curricular practice must be on the review and implementation of curriculum maps, the Common Core State Standards (CCSS), the GDOE Content Standards, and school-constructed SMART Goals.
- 4.A.1.c Teacher focus on instructional practices should use the following evidence-based instructional strategies: Classroom Instruction that Works (CITW), Big 8 Literacy strategies, Sheltered Instruction Observation Protocol (SIOP), and other evidence of research-based strategies as determined by the teacher.
- 4.A.1.d Teachers focus on the use of a balanced assessment system framework and the data gathered from the assessments to improve instruction and learning. The assessments must include the following: common formative and summative assessments, statewide summative assessments, such as the Guam DOE standards-based assessments, and external summative assessments, such as the ACT Aspire. Teachers must collaboratively implement common formative assessments.
- 4.A.1.e Teacher focus on instructional intervention practices must include use of evidence-based strategies, which may include Response to Intervention (RTI) strategies, or other strategies as provided by the District or school professional development cadres through training opportunities.
- 4.A.1.f The Department or school-level professional development cadres will train the teachers in the aforementioned practices and Student Information System (e.g. PowerTeacher). The school-level administration will provide time for training during the regular duty day. Identified teachers must attend these trainings. Resources shall be available to implement the aforementioned practices.

#### **4.A.2 Collaborative Learning Teams (CLT) and Professional Learning Communities (PLC)**

##### **4.A.2.a Definitions**

- i. CLTs are teams that work together to search for understanding, meaning, solutions or to create an artifact or product of student learning. They are the fundamental building blocks of PLCs.
- ii. PLCs are educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve. PLCs operate under the assumption that the key to improve learning for

students is continuous, job-embedded learning for educators. (DuFour, DuFour, Eaker, & Many (2006). *Learning By Doing: A Handbook for Professional Learning Communities at Work*. Bloomington, IN: Solution Tree)

- 4.A.2.b Teachers must implement the PLC framework for curriculum planning, instructional improvement, analyze student assessment data to monitor student progress and determine needed interventions.
- 4.A.2.c Teachers shall be expected to participate, contribute, and collaborate in PLCs and CLTs. Teachers that have one preparation period will meet with their PLC or CLT on a regular basis no less than twice a month and no more than four times a month embedded within the instructional hours.
- 4.A.2.d Middle school teachers who have two preparation periods in their teaching schedule will meet with their interdisciplinary team at least four times a month and with the PLC at least twice and not more than four times a month. Meetings shall be scheduled no less than one class period and no more than two hours. Teachers in a PLC shall have the same course number or at least teach similar classes. Teachers who do not have any other teacher in the school who teaches the same subject may meet with teachers from another school, provided that the school administrator approves.
- 4.A.2.e Teachers will focus on the four critical questions:
  - i. What do we want students to learn? (Guaranteed & Viable Curriculum)
  - ii. How do we know they learned them? (Instruction & Common Formative Assessment)
  - iii. What do we do if they didn't learn it? (Intervention)
  - iv. What do we do when they do learn it? (Enrichment)
- 4.A.2.f Teachers shall be responsible for collecting and analyzing student data, collaborating with their colleagues and identify interventions for students who are not progressing in their class/classes.
- 4.A.2.g Teachers shall collaborate among professional educators and share the responsibilities in an effort to increase student performance and address the challenges in student learning.
- 4.A.2.h Teachers shall provide an update of progress towards goals of their participation in PLC per meeting. The format of the update will be determined by the PLC group; however, the following minimum requirements must be included: date and time of meeting, attendance, and focus of meeting in reference to the four critical questions (4.A.2.e.i through 4.A.2.e.iv).

#### **4.A.3 Guam Comprehensive Student Assessment System (CSAS)**

This system is designed to be timely and directly aligned to the content standards. Teachers shall administer annual standards based assessments aligned to the CCSS and the GDOE Standards in Science and Social Studies. Teachers shall receive student achievement information needed to determine interventions or to make instructional or management decisions.

#### **4.A.4 Maximization of Critical and Limited Resources**

Efforts to continuously improve services with limited funding by increasing efficiency, maximizing the use of current resources and improved planning. These efforts with focus on increasing the efficiency of all department functions and use of resources as well as the improved planning of all future resource purchases or programs designs. Teachers will receive training on curricular and operational principles and practices to include, but not limited to

employee/management relations, effective time management, program/project planning, items identified in 4.A.1.e and other areas directly related to their roles and functions.

#### **4.B Professional Development (PD)**

4.B.1 Teachers shall be provided with ongoing professional development in research proven strategies and must attend in the following areas but not limited to:

- a. Leadership
- b. Curriculum
- c. Instruction
- d. Assessment
- e. Data Analysis
- f. Special Education
- g. English Language Learners

4.B.2 Teachers are expected to attend and implement district led/supported trainings.

4.B.3 Each school shall develop a professional development cadre that works with the school principal/administration. The professional development cadre shall be given time during the regular duty day for planning. This cadre reviews curricular and instructional strategies to present to teachers to improve student learning and teacher performance. The PD Cadre determines the length of presentations as well as topics throughout the professional development; however, the school administration shall maintain final determination on all aspects of professional development so long as student learning and teacher performance are at the forefront. Professional development days shall occur on two full days in the school year or equivalent.

4.B.4 Teachers may be accommodated time away from classroom instruction for up to three days per school year in order to observe or collaborate with other teachers from other schools with the approval of school administration from participating schools. School visiting policies must be adhered to.

#### **4.C Union Items (To include rights of the Union and leniency regarding specific items)**

##### **4.C.1 Conferences**

The Superintendent or authorized designee and the Union President or authorized designee shall meet upon request of either party within five working days of the request. One other person may accompany each person.

##### **4.C.2 School Visits**

4.C.2.a The President of the Union or designated representative, or full-time Union employees may visit schools to examine complaints pertaining to this Agreement and other Board and government policies, provided the representative(s) first sign(s) in on the appropriate log indicating the purpose of the visit. If conferences with teachers are necessary, they shall be scheduled before or after the instructional day or during lunch period.

4.C.2.b In the event the principal finds that the continued presence of the President or designated representative, or full-time Union employees, impedes the efficient operation of the school, the principal may terminate the visit. The principal's findings shall be promptly reduced to writing and forwarded to the Superintendent and the President of the Union.



#### **4.C.3 Directory Information**

The Department will provide the union with a list of all teachers, including their work location, position classification, date of hire, date of assignment at their current work location and areas of certification. Teachers assigned to more than one school shall be listed at their "home school" (paycheck site). An electronic or printed list with the above information will be provided to the union within two pay periods of the new school year.

#### **4.D Union Mail Distribution**

Every bargaining unit member shall have a mailbox.

- 4.D.1 The Union shall have the right to distribute literature in bargaining unit members' mailboxes at the worksites.
- 4.D.2 Only the bargaining unit member, to whom the mailbox is assigned, is authorized to remove Union mail or Union documents from it.
- 4.D.3 Copies of all generally distributed Union materials placed in bargaining unit members' mailboxes may be furnished to the Administrator at the Union's discretion.
- 4.D.4 If non-GDOE employees are to distribute Union literature in bargaining unit members' mailboxes, they must first sign in on the appropriate log indicating the purpose of the visit and request that the attending employee notify the administrator or designee of the visit.
- 4.D.5 With the consent of GDOE, GFT may disseminate information via email (GDOE-wide). This email shall not be used for recruitment.

#### **4.E Bulletin Boards**

The Union is authorized to use fifty percent (50%) of one bulletin board in each recognized employees' lounge in each school and will provide the board if one does not already exist. In addition, the Union has the right to use twenty-five percent (25%) of the bulletin board in the Central Personnel Office reception area.

#### **4.F Stewards**

- 4.F.1 Union representatives at each school shall have access to school records concerning the fiscal, property and supply management of the school. Stewards/Union representatives shall also be given access to information regarding the school's approved budget.
- 4.F.2 The Board and the Union recognize that school budgets directly affect and determine the nature of the instructional process. Stewards, as well as teachers, administrators, and parents are encouraged to participate collaboratively in the formulation of the school's budget.
- 4.F.3 Stewards/Union representatives shall be conferred with, at least two working days in advance if there is to be any activities that require a modified bell schedule of a non-emergency nature. Any school activities not identified in the school site calendar at the beginning of the school year shall be subject to a faculty vote. A majority of "yes" votes of votes submitted is required to allow changes made to the school site schedule.
- 4.F.4 The school administrator shall schedule conferences and meet with the teacher, Union steward or union representative upon request of either party within five working days of said request to discuss school problems relating to this Agreement. Such conferences shall be held outside of the instructional time, to the extent possible, of the teachers and steward/union representative involved.

## **Article V: Grievance Scope and Procedures**

### **5.A Definition**

A grievance is any question or complaint filed by a permanent employee alleging that there has been a misinterpretation, misapplication or violation of a personnel statute, rule, regulation, written policy laws, or any feelings of dissatisfaction which directly affects the employee in the performance of his official duties; or that the grievant has received prejudicial, unfair, arbitrary, capricious treatment in his working conditions or work relationships.

The time frames will serve as guide and may be extended or shortened based on concurrence of the parties involved.

### **5.B Coverage**

Grievances may include, but are not limited to, such actions as employee-supervisor relationships, duty assignments not related to job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, and other related matters. They may be on an individual or a group basis.

### **5.C Exclusions**

The following actions are not covered by the grievance procedures:

1. Disqualification of an applicant;
2. Examination ratings;
3. Removal during original probationary period;
4. Appeals from classification determinations;
5. Appeals from adverse personnel actions; and
6. Appeals of performance evaluations.

### **5.D Procedures**

#### **5.D.1 Freedom from Reprisal or Interference**

5.A.1.a An employee and his representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

5.A.1.b An employee, whether acting in an official capacity for DOE, or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his rights under this grievance system. To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or interference. He should refrain from making any statement or taking any action, which has the appearance or even the flavor of a threat, interference or intimidation.

#### **5.D.2 Employee's Status During Grievance Procedures**

An employee's status during each procedural level shall be status quo.

### **5.D.3 Right to Seek Advice**

All levels of management will provide an opportunity for an employee to communicate with and seek advice from:

- a. his personnel office;
- b. the Equal Employment Opportunity Officer or GDOE's equal employment opportunity counselor; or
- c. a supervisory or management official of higher rank than the employee's immediate supervisor.

### **5.D.4 Representation**

5.D.4.a An employee has the right to present a grievance without representation.

5.D.4.b An employee has the right to present a grievance with representation.

- i. An employee has the right to be accompanied, represented, and advised by a representative of his choice at any stage of the grievance proceedings.
- ii. An employee may change his representative, but to do so, he must notify his supervisor and the Superintendent of Education of the change in writing.
- iii. A person chosen by the employee must be willing to represent him.

### **5.D.5 Official Time for Presentation of the Grievance**

5.D.5.a An employee must be given a reasonable amount of official time to present his grievance if he is otherwise in an active duty status.

5.D.5.b An employee's representative, if he is an employee of the Government of Guam and is otherwise in an active duty status, must be given a reasonable amount of official time to present the grievance.

5.D.5.c There is no requirement that the official time for the presentation include time for investigation or preparation, or that it include travel expense or per diem travel allowance or consultation with private attorney.

### **5.D.6 Termination of Grievance**

5.D.6.a An employee who has filed a grievance may terminate the grievance at any time.

5.D.6.b Failure on the part of the employee to proceed to a higher step of the grievance procedures within the time period specified, will terminate the grievance.

### **5.D.7 Management's Responsibility for Timely Action and Settlement at the Lowest Possible Level**

5.D.7.a It shall be the responsibility of management to settle grievances fairly and promptly at, or near the organizational level where the employee brought the grievance was brought to their attention.

5.D.7.b Failure by management to render a decision to the employee within the allotted time at any step constitutes denial, and the employee may then proceed to the next step of the grievance procedures.

## **5.E STEP 1 - INFORMAL GRIEVANCE PROCEDURES**

### **5.E.1 Management Responsibility**

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well founded, management has both a

duty and a need to eliminate the cause. When the grievance is not well founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, sympathy, understanding, fairness, competence, and authority, which convinces the employee that he has been treated fairly.

**5.E.2 Settlement at the Lowest Possible Level of Management**

The informal procedures should be as simple as possible consonant with bona fide consideration of grievances. It should encourage settlement of matters at the lowest possible administrative level in the shortest possible time and should not, therefore, require any written explanation from the employee. However, the employee may present his grievance under the informal procedures, either orally or in writing, and he should not be prevented from submitting a written explanation if he desires.

**5.E.3 Supervisor's Responsibility**

5.E.3.a Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective work relationships.

5.E.3.b Each employee has the right to present matters to his supervisor, and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

**5.E.4 Employee's Responsibility**

5.E.4.a Each employee is expected to make a concerted effort to achieve informal settlement of his grievance. He should bring his grievance to the attention of management promptly.

5.E.4.b Tolling Period - In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time falls on the next working day.

**5.E.5 Using the Informal Grievance Procedure - Step 1**

**5.E.5.a Initiation by Employee**

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, singly or jointly; they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

**5.E.5.b Time Limit**

5.E.5.b.1 An employee may present a grievance to his supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence must be presented within 15 calendar days of that action or occurrence.

5.E.5.b.2 The immediate supervisor shall render a decision within 10 calendar days of the presentation of the grievance.

**5.E.5.c Form of the Grievance**

An employee may present a grievance under the informal procedure either orally or in

writing.

**5.E.5.d Non-rejection Provision**

A grievance may not be rejected in the informal procedure for any reason. If the grievance is not timely or consists of a matter not covered under the grievance system, the employee should be so advised, but he must be allowed to submit his grievance under the formal procedures if he insists.

**5.E.5.e Mandatory Use of the Informal Procedure**

An employee must complete the informal procedure before GDOE may accept from him a grievance concerning the same matter under the formal procedure.

**5.F STEP 2 - FORMAL GRIEVANCE PROCEDURES – NEXT ADMINISTRATIVE LEVEL**

**5.F.1 Presentation of the Grievance - Step 2**

5.F.1.a An employee is entitled to present a grievance under the formal procedure if:

- i. he has completed the informal procedures; and
- ii. the grievance is not satisfactorily resolved at the informal level; or
- iii. the immediate supervisor failed to render a decision within 10 calendar days of the presentation of the grievance at the informal level.

5.F.1.b The grievance presented in Step 2 must:

- i. be in writing on a form prescribed by the Superintendent of Education (Appendix A1);
- ii. contain sufficient detail to identify and clarify the basis for the grievance;
- iii. specify the personal relief request by the employee; and
- iv. be submitted to the official who is the next higher supervisor than the immediate supervisor within 10 calendar days after the receipt of the answer in Step 1, or after the response was due.

**5.F.2 Responsibility of Next Higher Supervisor**

5.F.2.a The next higher supervisor must determine whether the grievance is timely, is covered by the grievance procedures, and has been processed through the informal procedure.

5.F.2.b The next higher supervisor shall make a positive attempt to resolve the grievance. He shall render a decision, in writing, to the employee within 10 calendar days of receipt of the written grievance.

**5.G STEP 3 - FORMAL GRIEVANCE PROCEDURES -SUPERINTENDENT**

**5.G.1 Presentation of the Grievance - Step 3**

An employee is entitled to present a grievance under Step 3, if:

- a. he has completed Step 2 of the procedures;
- b. the grievance is not satisfactorily resolved at the Step 2 level;
- c. he has specified the personal relief sought; and
- d. he has submitted to the Superintendent, on the form prescribed in Appendix A2, within five calendar days after receipt of the answer in Step 2, or after the answer was due.

## **5.G.2 Department of Education Grievance Committee**

### **5.G.2.a Appointment of Committee**

Within three calendar days of receipt of the written grievance from the employee, the Superintendent shall appoint a Grievance Committee to investigate the circumstances of the grievance and to make a recommendation as to its disposition.

### **5.G.2.b Committee Membership**

The Committee shall consist of four members who are permanent government employees, two members from the employee's peer group as determined by the Union, and two members who are permanent employees at the managerial level. If Union does not provide two members within two business days after receiving notice from the Superintendent, the Superintendent may appoint the teacher members.

### **5.G.2.c Responsibility of Committee**

The Committee must determine whether the grievance is timely, is covered by the grievance procedures, and has been processed through the informal procedure.

### **5.G.2.d Committee Inquiry**

Normally, the Committee shall be expected to convene and initiate a grievance inquiry appropriate to the nature and scope of the issues involved in the grievance. The inquiry will typically include the securing of documentary evidence and personal interviews in an effort to fully understand the issues and obtain the maximum information available pertinent to the issues.

### **5.G.2.e Grievance File**

When the Committee begins a grievance inquiry, the Committee Chairperson (elected by the members of the Committee), shall establish an employee grievance file. This is an independent file, separate and distinct from the personnel folder. The grievance file is the official record of the grievance and must contain all documents pertaining to the grievance including:

- i. statements of witnesses;
- ii. records or copies of records; and
- iii. reports of personal interviews.

### **5.G.2.f Open Record**

The grievance file is an open record. It is open for review by the employee and his representative, and must not contain any document that is not available to employees. Information to which the committee is exposed, which cannot be made available to the employee in the form it was received, must be included in the file in a form which the employee can review or it must not be used.

### **5.G.2.g Committee Report**

The Committee shall complete its investigation within 15 calendar days of the date the Committee was appointed, and shall submit a written report of its findings and recommendations to the Superintendent within two calendar days following the completion of its investigation.

### **5.G.2.h The Superintendent's Written Decision**

The Superintendent shall render a written decision to the employee within five calendar days of receipt of the written report from the Committee.

## **5.H STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION**

### **5.H.1 Presentation of the Grievance - Step 4**

5.H.1.a An employee is entitled to present a grievance appeal under Step 4, if:

- i. he has completed Step 3 of these procedures;
- ii. the grievance is not satisfactorily resolved at the Step 3 level; or
- iii. the Superintendent failed to render a decision within 25 calendar days of the submission of the grievance, in writing, at the Step 3 level;
- iv. there has been a violation of the Government Code or Personnel Rules and Regulations;
- v. the procedural rights of the employee filing the complaint as outlined have been disregarded;
- vi. the decision of the supervisor, appointing authority and the Agency Committee, or the Grievance Review Board has been unjust, inequitable or not in accord with the facts; and
- vii. the appointing authority fails to act on the Grievance Review Board's decision.

5.H.1.b The grievance presented in Step 4, must:

- i. be in writing on a form prescribed by the Civil Service Commission (Appendix A3);
- ii. contain sufficient details to identify and clarify the basis of the grievance;
- iii. include copies of the grievance forms submitted in Steps 2 and 3;
- iv. specify the personal relief requested by the employee;
- v. be submitted to the Civil Service Commission within five calendar days after receipt of the answer in Step 3, or after the answer was due.

### **5.H.2. Civil Service Commission Investigations**

4.E.2.a The Civil Service Commission shall review the official grievance file and all relevant written representations.

4.E.2.b The Commission may, in its discretion, afford the parties an opportunity to appear personally and present oral arguments and representations.

## **Article VI: Special Areas**

### **6.A Fine Arts**

6.A.1 There shall be at least one properly functioning piano in each secondary music classroom.

6.A.2 Fine Arts teachers shall be provided with sufficient necessary special equipment and supplies to meet the needs of the Fine Arts curriculum as agreed upon with the school administrator.

6.A.3 Teachers shall not be required to teach art or band in a room without a functioning sink.

6.A.4 Secondary school music teachers shall have the use of a stereo sound system for proper music teaching.

### **6.B Practical Arts**

Practical Arts teachers shall be provided with sufficient necessary special equipment and supplies to meet the needs of the Practical Arts curriculum as agreed upon with the school administrator.

## **6.C Head Start**

The Head Start Program is an integral part of the Department and will be provided full support and assistance by the Central Office and the satellite school. While Head Start teachers are part of the Department's specialized Head Start Program, they are also regular members of the elementary faculty of the school to which their program is assigned.

## **6.D Library and Audio-Visual Service**

- 6.D.1** Teachers must have access to the services and resources of an on-site school library, staffed with a certified teacher librarian.
- 6.D.2** The parties recognize that in order to perform the duties of a professional school librarian, assistance must be provided to include, but not be limited to, shelving books, checking in and out audiovisual equipment, preparing requisitions or purchase orders, typing and filing catalog cards, performing circulation and inventory processes on automated or manual library systems, and supervising the library during lunch, before school, and after school. Therefore, librarians shall be assigned a full time, 12-month:
- a. Clerk typist if enrollment is less than 400 students
  - b. Library technician if enrollment is 400 students or greater
  - c. Clerk typist and library technician if enrollment is 1000 students or greater
- 6.D.3** If the library technician/clerk-typist is absent, coverage may be provided so that library services will not be curtailed. Librarian will not be required to provide instructional classes in the absence of this coverage.
- 6.D.4** Teachers shall accompany their classes to the library and be responsible for their proper conduct. Based on individual school rules and rules established by the librarian, individual students or small groups may be admitted to the library with a proper pass.
- 6.D.5** Librarians shall not be required to substitute for classroom teachers or school administrators. If the Librarian agrees to substitute for a teacher who is absent and teach the content area a class when the teacher is absent and teach the content area, he or she must be adequately compensated with same preparation period(s) for the teacher they are substituting for.
- 6.D.6** Use of the library on an individual or class basis shall be scheduled by one or a combination of the following plans such as that, elementary students shall be granted a minimum of 30 minutes per week in the library.
- 6.D.6.a** If the above expectation cannot be met, the minimum number of days needed to meet the expectation shall be determined, set, and used.
  - 6.D.6.b** Blocks of time for students for various grades or levels can be scheduled so that there can be independent use of the library with passes.
  - 6.D.6.c** A completely open time can be arranged so that the learning center is always available to students, with the use of passes.
- 6.D.7** School libraries shall be opened for students' use within five days of the beginning of the school year. Librarians may close the library, no more than 10 pupil attendance days prior to the last day of school.
- 6.D.8** The Board, in conjunction with librarians designated by the Union, agrees to establish policies to settle disputes involving challenged library materials. A joint Board/Union Committee may be convened to settle challenges brought forth in the absence of policy.



- 6.D.9 There shall be in the library at least one telephone extension or direct phone line, and one stand-alone computer with internet services.
- 6.D.10 Librarians will be given as much advance notice as possible, but not less than a month, for local funding, of deadlines.
- 6.D.11 Library requisitions shall be signed by the librarian before being presented to the administrator for approval. Copies of all requisitions submitted shall be kept in the library.
- 6.D.12 The librarians will have access to records relevant to their library purchases.
- 6.D.13 The parties acknowledge that the recommendations of the American Association of School Librarians concerning school library size provide a basis for effective library services and shall be followed, barring unusual and irresolvable circumstances.

## **6.E School Health Counselors**

- 6.E.1 GDOE School Health Counselors (SHCs) shall have a full-time clerk dedicated to only the nurse's office. Nursing clerks must be trained to understand student enrollment health requirements and any other school-related policies. Assigned clerical staff must be fluent on GDOE financial and student-management information system. Nursing clerical staff must be versed with the DOE Emergency Response Plan, CPR and First Aid.
- 6.E.2 Only SHC duties should be expected to be performed by the SHC. SHCs shall not be demanded or required to perform duties outside of their school health counseling program; all duties outside of the school health counseling program shall be agreed upon at the beginning of the school year and documented in the agreement between the administration and the SHC. All duties outside of school health counseling should be compensated for (e.g., accreditation leadership or chair positions, supervising faculty and staff, etc.). Anything outside the agreement and/or the expected duties and responsibilities, compensation shall be negotiated between the Principal or his/her designee and the SHC which may include overtime, or compensatory time and/or flex time.
- 6.E.3 Prior to issuance of MOUs involving SHC services, the SHCs shall be consulted for input.
- 6.E.4 SHCs may provide evaluations on the meal programs and the cleanliness and safety of the schools to the school administrator.

## **6.F School Counselors**

### **6.F.1 General Provisions**

In the adopted American School Counselors Association (ASCA), 3rd edition, the title of "School Guidance Counselor" has now been changed to "School Counselor." All previous writings using the old title should be changed to this newly adopted title.

### **6.F.2 School Counselor and Student Workload Ratio**

- 6.F.2.a The 3rd edition of the adopted American School Counselor Association (ASCA) Model recommends a ratio of one counselor for every 250 students. As this is the adopted model for the

Guam Department of Education, SOP (The Guam Comprehensive School Counseling Program, K-12), the recommended student load per school counselor should be considered as a high priority to ensure there is one counselor for every 250 students enrolled in a school. Vacancies for counselors will be submitted and in the event that the position has not been filled the other counselors will divide the remaining students equally until such position is filled. The position shall remain open until the position is filled.

### **6.F.3 Student Cumulative Records**

**6.F.3.a** Cumulative records should not be placed within the school counselor's office(s).

Cumulative records should be placed in a secured records room only.

**6.F.3.b** Counselors shall review the academic portion of the student's cumulative records, but they are not responsible for the overall maintenance, inspection, and disposition of these records. All clerical work (i.e., receiving documents, filing, and maintaining student cumulative folders) shall be the duty of the counseling clerk, registrar, and/or computer operator. School Counselors should not be supervising the inspection of the academic portion of the cumulative records. School Counselors should not be asked to clear teachers at the end of the school year. (Ref: SOP 1200-023, SPAM)

### **6.F.4 Duties, Duty Day, and Pay**

**6.F.4.a** Only counseling related duties should be expected to be performed by the school counselor. School counselors shall not be required to perform duties outside of their school counseling program as described in the Guam Comprehensive School Counseling Program (GCSCP K-12) SOP 1200-021; all duties outside of the counseling program shall be agreed upon at the beginning of the school year and documented in the School Counselor Management Agreement. The School Counselor Management Agreement should be a collaboration and agreement between the school counselor and administrator regarding the implementation of the counseling program and counselor schedule which reflects that. Anything outside the School Counselor Management Agreement and/or the expected duties and responsibilities, compensation shall be negotiated between the Principal or his/her designee and the counselor which may include overtime, or compensatory time.

**6.F.4.b** Counselors shall not be required to substitute for classrooms teachers or school administrators. If the school counselor agrees to substitute for a teacher who is absent and teach the content area, he or she must be adequately compensated with the same preparation period(s) for the teacher they are substituting for. In rare or emergency instances, not more than once per year, the school counselor may be used to substitute for a teacher, but will use that time to provide life skills lessons to the students.

**6.F.4.c** School counselors shall not be required or expected to divulge confidential information, unless it is deemed necessary by a court order or by consent to release. (Ref: SPAM Chapter 3 Confidentiality Regarding Student Information Not Contained in Student Records)

**6.F.4.d** School counselors will be provided a space to provide counseling services in a confidential manner. Their workspace shall also contain a lockable filing cabinet to adequately contain confidential files and information.

- 6.F.4.e School counselors shall not be required to enter grades and attendance information unless they are the teacher of record for office aides. A clerk will be assigned to the Counseling Department.
- 6.F.4.f School counselors are not “therapists” nor should they be expected to provide therapeutic counseling services to students and their families. If the school counselor is a License Professional Counselor (LPC), Licensed Mental Health Counselor (LMHC), or Licensed Marriage Family Therapist (LMFT), it is understood that it is under his or her discretion to conduct therapeutic counseling services during the instructional day if it directly pertains to the students and the families they service within their school. It is also understood that the school counselor must be compensated for providing these extra duties to students and their families if these services are provided outside the duty day. No school counselor without a license should provide therapeutic counseling services unless they are in the process of obtaining a license under direct clinical supervision and approved by the Superintendent of Education.
- 6.F.4.g School counselors may coordinate district-wide assessments (ACT Aspire, SBA, SAT10, etc.) as part of their School Counselor-Management Agreement. School counselors shall not be required to chair, but may facilitate, the Child Study Team or School Climate Cadre for PBIS.

## **6.G Special Education**

### **6.G.1 Student Placement**

- 6.G.1.a Administrators shall ensure that consideration be given to equitable distribution and placement of students with disabilities into regular classes.
- 6.G.1.b Teachers are encouraged to discuss the challenges of special education instruction with the CRT(s) in collaboration with the administrator
- 6.G.1.c If teachers have difficulty complying with a provision in the IEP, they shall report it immediately to the principal or his or her designee, in writing.

### **6.G.2 Additional Resources**

- 6.G.2.a The Department shall provide adequate resources so that each public school student declared eligible to receive special education services will receive an appropriate educational program as determined by the student’s IEP.
- 6.G.2.b Class space should be larger for special education students. When possible, the Department will provide more room space per student in special education classes than is required.

### **6.G.3 Basic Supplies and Equipment**

- 6.G.3.a Each special education class will receive the same basic supplies and equipment that other classes receive. The Department shall ensure that appropriate texts, workbooks, and supplies, and special education materials for the ages and skills involved will be available. The Division of Special Education will provide supplementary equipment and instructional material, in excess of the school budget allocation. The GDOE Learning Resource Center (LRC), if it subsists, shall be sufficiently staffed and supplied to provide

continuous support and materials for all teachers working with students with disabilities throughout the year on an equitable basis.

#### **6.G.4 Consulting Resource Teachers (CRT(s))**

- 6.G.4.a Time shall be allotted to the CRT for consultation with the regular classroom teachers. Consultation meetings and student observation shall be planned jointly with the regular teacher and the consulting resource teacher, and, if needed, the administrator, so that interruption of the regular instructional time is minimized.
- 6.G.4.b High School CRT(s) will have a ratio of no more than 50 to one. High School CRT(s) shall be responsible for the development, implementation, monitoring of student transition and education plans.
- 6.G.4.c Middle School CRT(s) will have a ratio of no more than 70 to one. They shall be responsible for the development, implementation, monitoring of student transition and education plans.

### **6.H Speech and Language**

#### **6.H.1 Definitions**

- 6.H.1.a Speech-Language Pathologist: An individual holding at least a Master's Degree in the area of Communication/Communicative Disorders and licensed under the Guam Board of Allied Health Examiners.
- 6.H.1.b Speech Clinician: An individual holding a Bachelor's Degree or Master's Degree in the area of Communication/Communicative Disorders and who is not licensed under the Guam Board of Allied Health Examiners.
- 6.H.1.c Currently three job position/title under GDOE that perform the duties of Speech-Language Therapists are the Speech Language Pathologist, Teacher, and Speech Clinician. These positions shall abide with 10 GCA 12 Article 18 Speech Language Pathology.

#### **6.H.2 Supervision of Speech Clinician**

- 6.H.2.a It is at the discretion of the licensed speech pathologist or licensed teacher to supervise a speech clinician or non-licensed teacher. Licensed speech pathologists and teachers must complete training prior to supervising speech clinicians and non-licensed teachers. This training must be offered by the Department during regular duty hours.
- 6.H.2.b Licensed individuals who supervise one other speech clinician or non-licensed teacher will receive opportunities to receive professional development as related to their certification during duty hours for a minimum of 15 continuing education hours for every year or administrative leave for such professional development.

#### **6.H.3 Speech-Language Pathologist's Workload**

- 6.H.3.a Speech Language Pathologist weekly workload will be 40 hours per week.
- i. 24 Contact Hours
- No more than 18 hours direct intervention and consultation services (as per student's IEP)

- Remaining hours: IEP Meetings, staffing, training for AAC systems, scheduling, travel time from school to school, technical support, diagnostic evaluations (observations and full assessments), collaboration with teachers

ii. 16 Non-Contact Hours

- Analysis of assessment results, assessment reports
- Documentation and paperwork, to include data collection, progress reports, development of IEP goals and objectives, developing lesson plans and Augmentative Alternative Communication (AAC) systems
- Parent contacts

6.H.3.b A Speech-Language Pathologist will not be assigned to no more than four school sites per assignment.

6.H.3.c Therapy Work Rooms

6.H.3.c.1 Therapy work rooms in the school sites shall be comparable to student classroom requirements and permit privacy to ensure confidentiality of student information, to include rooms that are well ventilated with adequate size to student ratio.

6.H.3.c.2 Therapy work rooms shall be assigned specifically to the speech therapist at the time when speech services are being provided (e.g. no shared room with other staff, no use of hallways or rooms separated by makeshift dividers for testing or therapy).

6.H.3.d The school site shall provide access to school copy machines, computers and a filing cabinet with lock for confidential files.

6.H.3.e The Division of Special Education must provide all necessary equipment and supplies for the development of students' AAC Systems. These may include, but are not limited to, color copiers, computers, computer software and laminating machines.

## 6.1 English Language Learner Program (ELL)

### 6.1.1 Basic Supplies and Equipment

#### 6.1.1.a Middle and High Schools

6.1.1.a.1 One functioning multimedia projector and document cameras per two classrooms

6.1.1.a.2 At least one recorder for testing purposes for elementary and one DVD player for the ELL program at each school site.

6.1.1.a.3 Sufficient supply of multimedia projector bulbs

6.1.1.a.4 One projection screen per classroom in the absence of a smartboard

6.1.1.a.5 Equipment is to be kept in good working order by the Department through routine maintenance and service.

6.1.2 There shall be no more students assigned to a class or group than there are student desks or seats in that class or group.

6.1.3 The parties recognize that maintaining the class sizes set in 2.W.3 may be difficult in certain circumstances.

6.1.4 Each ESL teacher shall have the exclusive use of a school aide or para-educator in the classroom. The Department will make every effort to recruit bilingual personnel of the dominant languages represented in the ELL student population. Each school's ELL program shall have the exclusive use of a school aide or para-educator to support the ELL program.

- 6.I.5 Placement and identification – Teachers shall be provided with a digital copy of the Department’s placement and identification procedures for English Language Learners.
- 6.I.6 The Department shall ensure that a budget, sufficient to fund the ESL programs for each school and for the support needed for each school, shall be development and submitted annually.
- 6.I.7 In order to meet the special needs of the ELL student, ELL programs within the schools shall be considered to be a department for fiscal purposes.
- 6.I.8 The Department shall be responsible for the resolution of disputes that may arise in relation to compliance with Federal Civil Rights Law, as it pertains to ELL student placement and services.
- 6.I.9 Teachers and administrators shall ensure that consideration be given to equitable distribution and placement of ELL students into regular classes.
- 6.I.10 Time shall be allotted to the site ESL Coordinator for the completion of non-teaching duties. These duties include consultations with regular classroom teachers, student observations, testing, reports and record-keeping required to ensure that the program is in compliance with Federal laws.
- 6.I.11 The ESL Coordinator/teacher in the elementary level shall have a minimum of two hours of the instructional day for ESL Coordinator duties. At least one hour of this time shall be uninterrupted by other teaching duties. The ESL Coordinator at the elementary level shall be afforded at least 10 pupil attendance days at the beginning of the school year to complete testing, record keeping and reports to ensure compliance with Federal law. During the last quarter of the school year, an additional one hour of coordinator time will be designated for student assessment and evaluation purposes.
- 6.I.12 Additional Resources
  - 6.I.1.i.1 The Department shall provide adequate resources so that each public school student declared eligible to receive ELL services will receive an appropriate educational program.
  - 6.I.1.i.2 ELL classes will not be canceled due to the absence of the teacher. ESL teachers shall not be required to substitute for classroom teachers.
  - 6.I.1.i.3 The Department shall provide ELL classrooms with a minimum of 20 square feet of floor space per ELL student in each ELL classroom excluding the space occupied by closes and cabinets.

## **Article VII: Miscellaneous Provisions**

### **7.A Severability**

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

### **7.B Savings**

Grievances initiated under the prior Agreement (as extended) and pending on the execution hereof between the parties are saved and may be prosecuted by the aggrieved party as though the prior Agreement is still in force.

## **7.C Transition**

**7.C.1** The President of the Union and the Superintendent shall meet regularly to ensure an orderly transition from the prior Agreement to this Agreement. To that end they may from time to time agree to interpretations of language, implementation of provisions and such other matters as will provide for smooth transition.

**7.C.2** In accordance with 17 GCA §5119, teachers may elect to be paid twenty-one (21) or twenty-six (26) times in a school year. Past practice has allowed teachers electing 26 paydays to be paid a "summer lump sum" on the last day of school each year.

The Board and the Union agree that the Department is under no obligation to make the "summer lump sum" payment. The Board also agrees that the Department will make every effort to make the "summer lump sum" payment to teachers whose written requests are received by Payroll Section by March 1.

## **7.D Collective Bargaining Agreement Process**

### **7.D.1 Duration of Agreement**

This Agreement shall remain in full force and effect for a period of five years from the date of its implementation. Each party shall give written notice to open negotiations no later than 24 months prior to the expiration date.

Proposed modifications do not have to be included in the party's written notice of reopening negotiations:

### **7.D.2 Negotiations**

Each party shall designate in writing the names of six persons who shall serve on their respective negotiating teams and be empowered to speak for them, and be responsible for negotiations pursuant to the provisions of this Agreement. Each party shall, at the time of the first meeting, designate the person on their team who will be the spokesperson or chief negotiator. If either party finds it necessary to change members of the team during negotiations, they shall so inform the other party in writing.

17-0117

IN WITNESS, WHEREOF, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

ratified for the BOARD:

ratified for the UNION:

Maria A. Gutierrez 9/25/17  
MARIA A GUTIERREZ DATE:  
Acting, Chairwoman of the  
Guam Education Board

Sanjay Sharma 9/25/17  
SANJAY SHARMA DATE  
President of the  
Guam Federation of Teachers/Chief Negotiator

Jon J. P. Fernandez 9/25/17  
JON J. P. FERNANDEZ DATE:  
Superintendent of Education/Chief Negotiator

**NEGOTIATING TEAMS**

For the Board: Jon J. P. Fernandez, Superintendent of Education/ Chief Negotiator;  
Christopher Anderson; Erika Cruz; Sophia Duenas; Rebecca Perez;  
Geraldine Quejado

For the Union: Sanjay Sharma, President of the Guam Federation of Teachers/ Chief  
Negotiator; Audrey Mandapat; Doris Terlaje; Josephine Cruz; Stephen  
William;

Special Areas: Betty Diaz; Craig Matthews; Anna Palacios;  
Melanie Nesmith; Franklin Perez; Bernice Cepeda;  
Patricia Leon Guerrero; Michelle Camacho; Leilani  
Guerrero

Approved as to form and legality:

B. Barrett-Anderson 10/24/17  
ELIZABETH BARRETT- ANDERSON DATE:  
Attorney General of Guam DOE 17-0117

Approved:

Eddie Baza Calvo 11/1/17  
EDDIE BAZA CALVO DATE:  
Governor of Guam

**RECEIVED**  
Office Of The Attorney General  
Date & Time: 09.26.17 09:38  
By: 504 201712701  
OAG Solicitor