

GEA-GSD Contract

2024 – Draft



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1 **ARTICLE 1: AGREEMENT**

2
3 1.1 This Agreement is between the Garvey School district (hereinafter
4 referred to as "District") and the Garvey Education Association/California
5 Teachers Association/National Education Association (hereinafter referred
6 to as "Association").
7
8
9

10 **ARTICLE 2: RECOGNITION**

11
12 2.1 The District confirms its recognition of the Association as the exclusive
13 representative for that unit of Certificated Employees recognized by the
14 Board of Education at their special meeting of May 18, 1976.
15
16 2.2. Positions included/excluded for the Bargaining Unit are attached as
17 Appendix A.
18
19
20

21 **ARTICLE 3: ORGANIZATIONAL SECURITY (FAIR SHARE)**

22
23 3.1 New Bargaining Unit Member Orientation
24

25 3.1.1 The District shall inform each newly employed bargaining unit member of
26 their employment status, rights, benefits, duties and responsibilities, and
27 other employment-related matters.
28

29 3.1.2 Scheduling of Orientation
30

31 The District shall provide written notice of the date, time and location of each
32 bargaining unit member orientation/onboarding meeting, by certified or electronic
33 mail, to the Association president or designee no later than ten (10) days in
34 advance of the orientation/onboarding meeting. In the event the District is unable
35 to comply with the stated advance notice, the District shall, at the request of the
36 Association, reschedule the orientation/onboarding meeting and provide the
37 advance notice. If, however, the District provides proof that there was an urgent
38 need critical to the employer's operations that was not reasonably foreseeable, the
39 Association shall be provided as much notice as possible.
40

41 3.1.3 Association Time Provided
42

43 The Association shall be provided no less than thirty (30) minutes of
44 uninterrupted time to communicate with bargaining unit members at all new
45 bargaining unit member orientation/onboarding meetings. Such time will not be
46 provided at the end of a meeting day unless the Association requests to be placed
47 at the end of the agenda. District administration will excuse themselves during
48 Association time.
49

1 3.1.4 The Association is entitled to invite CTA staff to the Association portion
2 of new bargaining unit member orientation/onboarding meetings and will have
3 access to District audio visual equipment for Association presentation if available.
4

5 3.2 Bargaining Unit Member Information 6

7 3.2.1 The District shall provide the Association president or designee notice of
8 any newly hired bargaining unit employee within ten (10) days of Board
9 Approval, via an electronic mail, including full legal name, date of hire,
10 classification and site.
11

12 3.2.2 Bargaining Unit Member Information 13

14 Every thirty (30) days during the school year the District shall deliver to the
15 Association president or designee in Excel format the following information for
16 all bargaining unit members, including new bargaining unit members:

- 17 1. Name
- 18 2. Home Address
- 19 3. Phone Numbers – work, home and cellular
- 20 4. School Site
- 21 5. Date of Hire
- 22 6. Seniority Date
- 23 7. Full time Equivalent (FTE) status
- 24 8. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- 25 9. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit,
26 Provisional Internship Permit “PIP” or College Internship, etc.)
- 27 10. Indication of any Unit Member on Leave of Absence
- 28 11. An indication of whether the District is deducting dues for membership
29

30 3.3 Promotion of member communication and harmonious and effective site 31 relations 32

33 Association representatives and site administration shall meet regularly to
34 communicate member concerns and/or suggestions and to collaboratively engage
35 in problem solving.
36
37

38 **ARTICLE 4: WORK YEAR** 39

40 4.1 The work year for all unit members, except school psychologists, shall
41 consist of one hundred eighty six (186) service days, which shall include
42 one hundred eighty (180) instructional days, one (1) unit member
43 orientation day, (3) Professional Development Days, and two (2) parent
44 conference days. The work year for school psychologists shall be 198
45 days. See Appendix C and C1 - School calendar(s) for traditional school
46 year (Appendix C) and single-track year round education (Appendix C2).
47 Also refer to additional language on year round education service days and
48 daily instructional minutes in Article 31.
49
50

51 4.1.1 Parent Conferences

1
2 4.1.1.1 Elementary Schools

3 The work year calendar (Appendix C and C2) will schedule
4 two parent conference days on a Friday following the 1st
5 and 2nd trimester grading periods. The four days preceding
6 the first parent conference day will shortened days, with the
7 time after student dismissal to be utilized for parent
8 conferences.
9

10 4.1.1.2 Intermediate Schools

11 The work year calendar (Appendix C and C2) will schedule
12 two parent conference days on a Friday following the 1st
13 and 2nd trimester grading periods.
14

15 4.1.2 Key Day

16
17 The District and Association shall calendar a “Key Day” each year.
18 Key Day is a specified day prior to the first reporting day for unit
19 members on which unit members may check out their keys for the
20 year. There shall be a four-hour block of time designated for key
21 checkout. Checking out keys on Key Day is voluntary for unit
22 members.
23

24 4.2 The calendar(s) shall be as agreed upon by the two parties, no later than
25 March 1 for the succeeding school year, and shall be attached as Appendix
26 C, C1, and C2.
27

28 4.3 The District and the Association agree to establish a committee to explore
29 ways to reduce and streamline unit members’ paperwork and other adjunct
30 responsibilities. The committee shall be composed of a representative
31 from each of the following subgroups appointed by the GEA: K-3, 4-6, 7-
32 8, resource teacher, special education and an equal number of District
33 representatives.
34

35
36 **ARTICLE 5: DUTY HOURS**
37

38 5.1 Work Days (186 Days – See 4.1)
39

40 5.1.1 The work day for all unit members shall be 7 hours and 10
41 minutes. At their respective sites, unit members assigned to elementary
42 schools are required to report thirty (30) minutes before classes begin.
43 Unit members assigned to intermediate schools are required to report
44 twenty (20) minutes before classes begin. Unit members may leave their
45 worksite after 6 hours and 45 minutes provided that all professional
46 responsibilities are satisfied. Professional responsibilities include, but are
47 not limited to, parent conferences, student study team meetings, IEPs,
48 faculty meetings, and regularly assigned after-school duties, provided that
49 no additional duties shall be assigned without the mutual consent of the
50 site faculty and administration.
51

1 5.1.2 Unit members may be asked to meet with a parent(s) with
2 sufficient prior notice of at least one (1) day, unless the administrator
3 determines that an emergency situation warrants immediate action, which
4 will
5 waive the one (1) day notice.

6
7 **5.1.35-9 Lunch Period**

8
9 ~~5.9.1~~ There shall be a forty-four (44) minutes of duty-free, uninterrupted
10 lunch period for grades pre-school through eight.

11
12 ~~5.1.45-9~~ **Early Release Day**

13
14 The GEA and GSD agree that the intent of the Wednesday early release
15 time is to allow for collaboration and planning. Under special
16 circumstances, this time may be used as faculty meeting time for specific
17 site and/or district issues. This will be decided by a consensus of the staff.
18 If consensus cannot be reached, and after a discussion of the pros and
19 cons, 80% of those voting will determine the outcome.

20
21
22 **5.1.5 ~~5.9~~ Prep Periods at the Intermediate Schools**

23 As part of the workday, a full time intermediate school teacher shall have
24 the equivalent to one daily preparation period averaged over any two-week
25 period. The planning/preparation period shall be equivalent to one
26 teaching period. The time is broken down into two week increments to
27 allow for a modified day (e.g. block schedule) at the discretion of local
28 schools. Preparation periods may be used for lesson preparation,
29 planning, parent and student conferencing and other professional
30 responsibilities.

31
32 In the absence of available substitute teachers, intermediate school
33 teachers may be requested to substitute for absent teachers during their
34 planning/preparation period. Teachers will be chosen on a voluntary
35 basis. If no volunteers are available teachers will be chosen on a rotational
36 basis. Teachers covering another class during their planning preparation
37 period will be compensated pro rata at the prevailing substitute teacher
38 rate.

39
40 **5.1.6 Prep Periods at Elementary Schools**

41 All classroom teachers TK-6 shall have one 50 minute period of release
42 per week while VAPA instruction is provided to their students. At least
43 one period per month will be teacher directed, and may be used for lesson
44 preparation, planning, parent and student conferencing and other
45 professional responsibilities. The other release periods during the month
46 may be used for District/Site administered PLCs.

47
48 **5.1.7 Elementary School Unfilled Substitute Teacher Coverage**

49
50 In the absence of available substitute teachers, elementary school teachers
51 may be requested to supervise a portion of another teacher's class.

Teachers covering a portion of another class will be compensated pro-rated substitute daily rate.

When a substitute teacher is needed at an elementary school and no substitute teacher is available, the school will implement their “Unfilled Substitute Teacher Plan.”

A committee from each elementary school site shall convene at least annually in order to create or modify as needed, the school’s “Unfilled Substitute Teacher Plan.” The committee will consist of four members. The site principal and three GEA unit members chosen by the GEA unit members assigned to the site. An effort will be made to choose one member from each of the following grade spans (TK-2, 3-4, and 5-6).

The plan shall outline the protocols for assigning students from classrooms with an unfilled substitute teacher to other classrooms. The plan will be submitted to the Human Resources Department by the Friday of Labor Day each year. The plan will be available to GEA unit members in the school office. If any concerns from the HR Department arise, representatives from the HR Department will meet with the committee to address the concerns.

5.1.85-2.2—Parent conferences (two days per year):

~~The work year calendar (Appendix C and C1) will schedule the two parent conferences on a Friday following the 1st and 3rd quarter or the 1st and 2nd trimester grading period~~

5.1.8.1 Elementary Schools (changed to match 4.1.1)

The work year calendar (Appendix C and C2) will schedule two parent conference days on a Friday following the 1st and 2nd trimester grading periods. The four days preceding the first parent conference day will be shortened days, with the time after student dismissal to be utilized for parent conferences.

5.1.8.2 Intermediate Schools

The work year calendar (Appendix C and C2) will schedule two parent conference days on a Friday following the 1st and 2nd trimester grading periods.

5.1.8.3 After consultation with unit members, schedules shall be determined at each school site. Flexible scheduling shall be allowed as long as the Parent Conference Day contains the 7 hours 10 minutes workday. If a staff is not able to agree upon a schedule, the professional workday shall be followed for the Parent Conference Day. Nothing in this agreement shall prohibit a staff from scheduling a portion of the Parent Conference Day on the Thursday evening prior to the scheduled Friday conference day. The remaining portion of the 7 hours 10 minutes workday shall be scheduled on Friday.

Proficiency testing results conferences are to be scheduled concurrently with Parent Conferences.

1
2 5.1.95-2.4 District Orientation Day
3

4 The Schedule for full time GEA unit members shall be as follows:

5 8:00 AM – 9:30 AM – District Presentation

6 10:00 AM – 11:00 AM – Faculty Meeting

7 11:00 AM – Classroom/Work Area Preparation Time (This time
8 includes lunch)
9

10 5.1.10 5-3 Pre-School
11

12 5.1.10.1 5-3-4 Unit members with an instructional day of 201
13 minutes shall be available to assist other Pre-School, Kindergarten,
14 or first grade teachers, for one (1) hour daily. The nature of said
15 assistance to be mutually agreed upon by affected parties.
16

17 5.1.10.2 5-3-2 A.M. and P.M. Pre-School schedules may be
18 amended at the individual school sites, in consultation with staff
19 and site administrator, to allow for an overlapping of schedules.
20

21 5.1.11 5-4 All adjunct duties within the workday, which do not require full
22 faculty participation shall be equitably distributed among
23 unit members.
24

25 5.1.12 5-5 Any services by a unit member beyond the contractually
26 specified time, which involves non-classroom supervision of
27 students, shall be on a voluntary basis.
28

29 5.1.13 5-6 There shall be an equal amount of instruction time per week
30 within each organizational division of the District. That is, the
31 primary grades at every school in the district shall have an equal
32 amount of instructional time, the upper grades and so on. The time
33 is broken down weekly to allow for a modified day at the
34 discretion of local schools.
35

36 5.1.14 5-7 The instructional minutes for the Traditional School Year shall
37 be no less than:
38

39 Pre-School	201 minutes per day; 36,000 minutes per year
40 K-3	281 minutes per day; 50,400 minutes per year
41 4-6	301 minutes per day; 54,000 minutes per year
42 7-8	325 minutes per day; 58,500 minutes per year

43

44 See Article 31 30 for Year-Round Education instructional minutes.
45

46 5.2 Additional Duties
47

48 The District may schedule the following hours of each unit member's
49 time in addition to the regular work

time which may be used for the items listed below. Unit members will make a reasonable effort to inform their immediate supervisor about any anticipated absence to any additional duty.

5.2.1 Faculty meetings: Up to four (4) hours per month. In addition, an emergency faculty meeting may be called at any time the welfare and safety of students and staff are in immediate danger.

~~5.2.25-2.3~~ District-wide scheduled activities: (Back to School Night and Open House)

5.2.2.1 After consultation with unit members, a schedule shall be determined at each school site. Flexible scheduling shall be allowed as long as Back to School Night and Open House are each 90 minutes in length and will not begin prior to 5:30 PM.

5.2.2.2 If a unit member misses any event, the supervisor may inquire as to the reason. If a unit member misses two events in a twenty-four month period, the supervisor may inquire as to the reason and counsel appropriately. This may result in disciplinary action commencing at ~~20.3.1~~ 21.3.1.

~~5.2.35-2.5~~ Dance supervision (at the intermediate level): The number of dances shall be mutually agreed upon by the school-site staff and administration. All unit members assigned to eighth grade shall supervise the promotion dance. All other unit members shall supervise one (1) dance per year; said assignment to be chosen by unit members on a first come, first serve basis. Unit members may volunteer for more than one dance.

~~5.35-8~~ Lesson Plans shall be submitted to the principal on a weekly basis or as directed by the site administrator.

ARTICLE 6: SALARY

Any percentage raise or monetary percentage increase made or negotiated to the salary schedule and/or any bonus or one-time payment made or negotiated to classified (CSEA), or management/confidential groups within the district during the 2019-2020 school year/negotiations, would also be granted to GEA members.

6.1 Salary Classification Requirements

6.1.1 Credit for college and university training: The following criteria shall govern the credit training of salary schedule column provisions and step advancement:

6.1.1.1 Except as provided herein, in order to receive salary schedule credit, a unit member must present official transcript evidence of completed courses within six (6)

1 months after course completion.

2
3 6.1.1.2 The unit requirement for each salary column is stated in
4 semester hours of credit. Quarter hour credits shall be
5 computed into semester hours by multiplying quarter units
6 by 2/3.

7
8 6.1.1.3 For salary schedule purposes, only semester units, as
9 described herein, earned after the confirmation of the
10 Bachelor's Degree, shall be credited.

11
12 6.1.1.4 Unit members shall notify the Human Resources Office by
13 April 1, on a form provided by the District, of intent to
14 change columns on the salary schedule during the
15 succeeding school year.

16
17 6.1.1.5 Units to be applied for current year salary schedule credit
18 shall:

19
20 6.1.1.5.1 Be completed prior to the first day of paid service
21 for movement on schedule to be effective for full
22 school year; be completed prior to January 15 for
23 movement on schedule to be effective February 1;
24 and,

25
26 6.1.1.5.2 Be verified in the Human Resources Office, with
27 grade cards or other available evidence prior to
28 September 15 or January 15; and, with official
29 transcripts prior to January 1 or June 1.

30
31 6.1.1.6 Credit shall not be granted for any course in which less
32 than a "C" grade is earned. In a pass/fail grading system a
33 grade of "pass" must be earned.

34
35 6.1.1.7 All units and degrees shall be earned from institutions
36 accredited by the American Association of Schools and
37 Colleges, or regional affiliate.

38
39 6.1.1.8 Upper division or graduate courses may be credited if they
40 meet any of the following criteria:

- 41
42 1) A subject directly related to the unit member's
43 assignment.
44
45 2) A subject directly related to the unit member's major or
46 minor field of preparation.
47
48 3) A subject directly related to an advanced degree or
49 credential in, or required for, an advanced degree or
50 credential in professional education; or the unit

- 1 member's assignment; or major or minor fields of
2 preparation.
- 3
- 4 4) A subject required for a California credential evaluation
5 or renewal.
- 6
- 7 5) For teachers in self-contained classroom programs:
8 A subject commonly taught in the elementary schools.
- 9
- 10 6) For teachers in departmentalized classroom programs:
11 Courses required as a foundation for the acquiring of an
12 additional major or minor field of preparation related to
13 the unit member's assignment.
- 14
- 15 6.1.1.9 Lower division courses may be credited if they meet any
16 of the following criteria:
- 17
- 18 1) Courses required for a California credential
19 evaluation or renewal.
- 20
- 21 2) A course directly related to a unit member's
22 assignment, not previously taken (such as a
23 foreign language).
- 24
- 25 3) Courses to be credited only when the
26 requirements of a full minor field of preparation
27 have been met.
- 28
- 29 6.1.2 Credit for Professional Work Experience
- 30
- 31 6.1.2.1 Unit members new to the District shall be allowed credit
32 for experience outside of the District on a year-for-year
33 basis up to a maximum of twelve (12) years, provided that
34 such previous service shall meet, in addition to any
35 pertinent college and university credit criteria enumerated
36 above, all of the following criteria:
- 37
- 38 1) The previous service was rendered for at least
39 seventy-five (75) percent of the school year, on
40 the basis of a full-time contract.
- 41
- 42 2) The previous service was rendered in a public or
43 private school system within the United States
44 of America, or in dependent schools maintained
45 for American overseas dependents.
- 46
- 47 6.1.2.2 By July 1, each unit member shall be appropriately placed
48 within the District compensation plan in accordance with
49 District-approved professional work experience. In order
50 to qualify for any salary schedule step advancement
51 provisions, a unit member's service shall meet the

1 following criteria: The prior year service was rendered
2 under a full-time contract for at least seventy-five (75)
3 percent of the school year.
4

5 6.1.3 When a teacher is asked to take additional students as a
6 result of substitute unavailability, the teacher shall receive a pro-
7 rated share of the extra assignment rate of pay.
8

9 6.1.4 Unit members new to the District shall be allowed salary
10 schedule placement credit for each year of military service on a
11 year-for-year basis up to a maximum of six (6) years.
12

13 6.2 Summer School

14
15 6.2.1 Summer school shall be compensated at the extra assignment rate
16 of pay.
17

18 6.2.2 The District shall use the following criteria to determine
19 summer school teaching assignments:
20

21 1) Appropriate credential or state authorization
22

23 2) Instructional requirements
24

25 3) Qualifications of the applicant

26 a) Recency of experience

27 b) Appropriateness of training
28

29 4) Summer school assignments to be rotated so that unit
30 members teach summer school no more than three (3)
31 out of five (5) years, to the extent that such rotation is
32 practicable.
33

34 5) Overall teaching skills and compatibility with program
35 needs.
36

37 6.2.3 If more than one (1) unit member meets the criteria for
38 summer school placement, the District shall assign said position
39 based on seniority in the District.
40

41 6.2.4 Priority for summer school assignments shall be given to
42 unit members, with the assignment of administrators to classroom
43 positions only when insufficient applications are received from
44 unit members.
45

46 47 48 6.5 Anniversary Increments

49
50 An annual stipend shall be given unit members starting their
51 sixteenth (16) year with the Garvey School District. The following

1 guidelines shall be followed:
2
3 1) Unit member has satisfactory service, which shall be defined as
4 re-employment.
5
6 2) Unit member must be in Column V.
7 Increments must be based on Column I, Step I of salary
8 schedule A, as follows:
9 7% for years 16 - 20
10 14% for years 21 - 25
11 21% for years 26 – 30
12 28% for years 31 and beyond
13 The district and GEA agree to add a 31 year Anniversary Increment
14 effective July 1, 2016.
15
16 6.6 Master's Stipend
17
18 6.6.1 An annual stipend equal to six (6%) percent of Column I.
19 Step I of salary schedule A shall be added for those unit members
20 possessing a Master's Degree. The criteria listed in 6.1.1.8 will
21 be utilized for unit members who begin advanced degree programs
22 after July 1, 2000.
23
24 6.7 Doctoral Stipend
25
26 6.7.1 An annual stipend equal to six (6%) percent of Column I.
27 Step I of salary schedule A shall be added to those unit members
28 possessing a doctoral degree. The criteria listed in 6.1.1.8 will be
29 utilized for unit members who begin advanced degree programs
30 after July 1, 2000.
31
32 6.7.2 A doctoral program with a verifiable embedded master's
33 degree qualifies for both a master's and a doctoral stipend.
34 Verifiable documentation may include, but is not limited to,
35 a university catalogue, a diploma, a letter from the department
36 chair or dean of the college.
37
38 6.8 Special Education Stipend
39
40 An annual stipend of \$1,400 shall be added for those unit members
41 who possess a special education credential and are assigned to teach a
42 special education class or serve as a Resource Specialist Program teacher.
43
44 6.9 Bilingual Stipends
45
46 6.9.1 The stipend for unit members who possess a Bilingual Cross-
47 Cultural Language credential, or certificate of competency (BCC),
48 and are assigned to teach in a bilingual classroom/program, shall
49 be \$1,400.
50

1 6.9.2 The stipend for unit members who possess a BCLAD, BCC, or a
2 bilingual credential, and are assigned to teach in a bilingual
3 classroom program in a departmentalized setting, shall be prorated
4 according to the number of sections taught but shall not exceed
5 \$1400.

6
7 6.9.3 The stipend for unit members who possess a Crosscultural
8 Language Academic Development certificate (CLAD) or a
9 Language Development Specialist certificate (LDS), and who are
10 assigned to teach in a bilingual, English Language Development
11 (ELD), or an English Language Learner (ELL) classroom shall be
12 \$700.

13
14 6.9.3.1 Unit members in a California credential program whose
15 credential includes the Crosscultural Language
16 Academic Development certificate (CLAD) shall not
17 qualify for the CLAD stipend if hired after July 1, 2000.

18
19 6.9.4 The stipend for unit members who possess a CLAD or LDS and
20 who are assigned to teach in a bilingual or ELD/ELL classroom in
21 a departmentalized setting, shall be prorated according to the
22 number of sections taught but shall not exceed \$700.

23
24
25
26 6.11 Recruitment Bonus

27
28 There shall be a one-time recruitment bonus of \$1,000 for newly-
29 hired unit members granted probationary or permanent status upon
30 initial date of employment.
31

32
33
34
35 **ARTICLE 7: RETIREMENT**

36
37 7.1 **Half-Time Teaching with Full Retirement Credit**

38
39 7.1.1 Definition

40
41 Reduced services employment shall be:

- 42
43 1) Equivalent of one-half the number of sequential days of
44 service required by the unit member's contract of
45 employment during his/her final year of service in a full-time
46 position, and will commence on the first day of the first half
47 of the work year, or the first day of the second half of the
48 work year; or,
49
50 2) Equivalent of half-time employment per day for the full
51 school year.

1
2 7.1.2 Requirements
3

4 A unit member must have reached the age of fifty-five (55)
5 prior to reduced services employment. The unit member
6 must have been employed full time in a position requiring
7 certification, for at least ten (10) years of which the
8 immediately preceding five (5) years were full-time
9 employment.
10

11 7.1.2.1 For purposes of this Paragraph:
12

- 13 1) Sabbaticals and other approved leaves of absence shall
14 not constitute a break of service; and.
15
16 2) Time spent on a sabbatical or other approved leave of
17 absence shall not be used in computing the 5-year,
18 full-time service requirement prescribed by this
19 Paragraph.
20

21 7.1.2.2 The period of such part-time employment may
22 extend to beyond age seventy (70) subject to the provisions
23 of the educational code.
24

25 7.1.2.3 The period of such reduced service shall not exceed
26 five (5) years.

27 7.1.3 Compensation
28

29 A unit member shall be paid a salary which is the prorate
30 share of the salary that would have been earned had the unit
31 member not elected to exercise the option of reduced
32 services employment. The unit member's retirement
33 contribution, paid by both the District and the unit member,
34 shall be the same as if the unit member taught full time.
35

36 7.1.4 Effects on Benefits
37

38 The District will pay the same health, dental, vision, and life
39 insurance premiums for unit members electing the Half-Time
40 Teaching with Full Retirement Credit, the Ancillary Services
41 contract of the District Incentive Plan to age 65.
42

43 7.1.5 Request Procedures
44

45 A unit member shall file an application for reduced services
46 employment with the Human Resources Office by the first week of
47 March for the following school year. The option of part-
48 time employment shall be exercised at the request of the
49 unit member.
50

51 7.1.6 Return to Full-Time Employment

1
2 A reduced services unit member may be returned to full-
3 time employment only with the mutual consent of the unit
4 member and the Board of Education.
5

6 7.2 Ancillary Services Contract 7

8 7.2.1 Definition 9

10 Early retirement is an incentive program whereby a unit
11 member may retire early and have the opportunity to enter
12 into an ancillary services contractual agreement with the
13 District.
14

15 7.2.2 Requirements 16

17 A unit member shall have reached the age of fifty (50) and
18 have rendered a minimum of ten (10) years service to the
19 District. The unit member in this program shall resign
20 his/her position with the District and shall not return to
21 regular employment with the District except under
22 exceptional circumstances.
23

24 7.2.3 Ancillary Services 25

26 The contract for services shall be for a period of two (2) years. A
27 participant will serve twenty (20) days per fiscal year in services
28 mutually agreed upon by the unit member and the District.
29 Termination of the contract prior to completion of the two (2) years
30 shall be by mutual agreement. **The contract may be extended for a**
31 **third year at the discretion of the participating unit member.**
32 This contract may be extended for up to a total of five (5) years upon
33 mutual agreement of participant and District.
34

35 7.2.4 Compensation 36

37 A participant approved for this program shall be eligible for the following
38 benefits:
39

40 1) A contract for a period of two (2) years, at twenty (20) work
41 days per year. Compensation to be equivalent to the unit
42 member's per diem rate prior to retirement. Per diem pay is
43 calculated by dividing the unit member's annual salary by the
44 number of contracted service days.

45 2) The District shall pay the premium for health/fringe benefits at
46 the same rate that is provided full-time unit members consistent
47 with Article 8 of the collective bargaining agreement **during the**
48 **term of the contract. After the completion of the contract, the**
49 **District shall provide medical coverage under the DISTRICT**

1 medical coverage health benefits equal to, but not to exceed, the
2 cost of the premium for the least expensive healthplan to age
3 sixty-five (65).
4

5 7.3.5 Request Procedure
6

7 The unit member shall file an application with the Human
8 Resource Office by the first week of **April** and be granted early
9 retirement benefits as provided herein. A copy of each completed
10 request will be forwarded to the Association upon receipt by the
11 District.
12

13 7.3.5.1 Unit members making application for participation in the
14 program shall, upon making application, and prior to
15 making final commitment to enter the program be provided
16 with information describing the personal financial
17 ramifications of entry into the program
18

19 7.3.5.2 Unit members entering the plans are to be afforded a
20 mutually agreed upon description of specific duties and
21 specified amount of duty time refined into calendar dates
22 and hours. A copy of each completed agreement will be
23 provided to the Association.
24

25 7.4 District Incentive Plan
26

27 7.4.1 Unit members who have reached the age of fifty-five
28 (55) and who have fifteen (15) years or more of service with the
29 District may retire prior to the beginning of the subsequent
30 school year, with the following benefits:
31

- 32 1) **An amount equal to 20% of Column 1, Step1 of Salary**
33 **Schedule A** for the first fifteen (15) years of service;
34
35 2) **An amount equal to 1% of Column 1, Step1 of**
36 **Salary Schedule A** for each additional year beyond
37 year fifteen (15);
38
39 3) **For every ten (10) years of District service, the District**
40 **shall pay the premium for health/fringe benefits at the**
41 **same rate that is provided full-time unit members**
42 **consistent with Article 8 of the collective bargaining**
43 **agreement for one year for the Retiree only.**
144

45 **Upon exhaustion of the benefit stated above, the retiree may**
46 **choose from other health plans offered by the District, but shall**
47 **pay the difference between least expensive health plan and the**
48 **plan selected. Under the DISTRICT medical coverage health**

benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).

4) If the retiree retires prior to his/her 60th birthday, Dental/Vision care provided by the District to age 65. If the retiree retires after his/her 60th birthday, Dental/Vision care provided for five (5) years after the date of retirement.

5) UNUM Life coverage, to age sixty-five (65) provided by the District.

7.4.2 The District Incentive Plan shall be available to no more than six (6) percent of unit members per year. When necessary, seniority in the District shall be the deciding factor.

7.5 Retiree Medical Benefits

7.5.1 The District shall continue to pay CalPers prescribed a sum towards the cost of a Medicare supplement, if the retiree is eligible for Medicare and selects or has selected a Medicare supplement from an existing District Plan.

ARTICLE 8: HEALTH/FRINGE BENEFITS

8.1 The District shall provide unit members with medical, dental, vision and basic life insurance (\$20,000) benefits as described below.

8.1.1 Dental, Vision and Life Insurance

The District shall pay 100% of the premium for dental (PPO) composite, vision and basic life insurance (\$20,000), for all unit members electing coverage.

8.1.2 Medical Insurance

8.1.2.2 Single Medical Coverage

The District shall pay 100% of the premium costs for all unit members electing single medical insurance.

8.1.2.3 Two-Party/Family medical Coverage

The District shall pay 85% of the premium cost for all unit members electing two-party or family medical insurance.

The unit member shall pay 15% of the premium costs when electing two-party or family medical insurance.

8.2 Full Two-Party/Family Coverage

It has been the practice of the Garvey Education Association and the Garvey School District for unit members who need a two-party or family plan to provide at least one plan without premium expense to the unit member.

Unit members electing the least expensive two-party medical plan, or the least expensive family medical plan, will have their total premium cost for medical insurance paid for by the District regardless of the percentages stipulated above.

8.4 Domestic Partners:

Domestic partners and their dependents in the benefit package

8.5 Unit members who work a complete school year under the District's

fringe benefit program are covered through September 30 of each year.

Unit members who are employed subsequent to the first day of the school year, the effective date of coverages is the first day of the month following the date your health benefits technician receives the Health Benefits Plan Enrollment for Active Employees Form (HBD-12)

8.6 Unit members shall continue to be covered under the Health Benefit Plan

through July 31 of the year the termination occurred.

8.7 If a unit member does not complete a school year, the unit member shall

continue to be covered through the subsequent month to the separation.

8.8 Unit members shall continue to be covered under the District's Health

Benefit Plan through September 30 of the year in which this Agreement expires.

8.9 Health Insurance for married couples in which both are unit members:

The Association and the District hereby agree, in the event two members of the bargaining unit, who are married to each other, and/or have dependent children, that the full dollar amount of the family's insurance premiums shall be paid by the District without any contribution from either unit member provided that:

8.9.1 All members of the family voluntarily elect coverage under the

same hospitalization, vision care, and other insurance programs that provide for dependent coverage:

8.9.2 One unit member voluntarily elects to be covered as dependent on

the other unit member's policies and waives his/her right to separately paid coverage;

8.9.3 The above agreement is acceptable to the insurance company and

does not result in any increase in cost to the District.

1
2 8.10 The District Insurance Committee shall be comprised of four (4)
3 representatives from District administration, four (4) representatives plus
4 the unit president from the Garvey Education Association (GEA) and four
5 (4) representatives plus the unit president from the California State
6 Employees Association (CSEA), Chapter 292.
7
8
9

10
11 **ARTICLE 9: SENIORITY**
12

13 Seniority is defined as the unit member's initial date of service in the bargaining
14 unit, with the following provisions:
15

16 9.1 The District will track each unit member's seniority based upon his/her
17 current employment status. The employment status categories, established
18 by Education Code, are:
19

20 Permanent
21 Probationary 2
22 Probationary 1
23 Temporary
24

25 9.2 The District shall establish a Seniority List based on employment status
26 and months of service, to be updated annually and made available to the
27 Association. The annual updating of the Seniority List shall be based
28 upon the unit member's total months of service earned since his/her initial
29 date of employment in the District. The District shall update the Seniority
30 List based upon credit earned as of June 30 (the conclusion of the school
31 year).
32

33 9.3 A unit member on an approved, paid leave of absence shall continue to
34 earn seniority while on such leave.
35

36 9.4 Any unit member re-employed within thirty-nine (39) months shall retain
37 the classification and order of employment he/she had when services were
38 terminated.
39

40 9.5 The following method shall be implemented by the District to determine
41 seniority for all unit members with the same initial date of employment as
42 of June 30, 1999 and all new hires beginning with July 1, 1999.
43

44 9.6 Unit members with the same initial date of service shall have their
45 seniority ranking determined by the 1999-2000 CTA Alphabet which is as
46 follows:
47

48 L H R X O Y J M T P V K S G E Z B N W F A C U I Q D
49

1 9.7 The District shall utilize the above CTA Alphabet in the following manner
2 to determine the seniority of unit members with the same initial date of
3 service:
4

5 9.7.1 For unit members hired before July 1, 1999, the District shall apply
6 the 1999-2000 CTA alphabet to the unit members' last names as
7 recorded on the Seniority List of June 30, 1999. For unit members
8 hired on or after July 1, 1999, the 1999-2000 CTA alphabet shall
9 be applied to the unit members' last names as recorded on the
10 District's Personnel Assignment Order at the initial time of
11 employment.
12

13 The alphabet shall be applied to the unit member's last name as
14 recorded on the District Personnel Assignment Order at the initial
15 time of employment. After thirty nine (39) months of separation
16 from employment, any unit member re-employed by the District.
17 shall utilize the rehire date and name for seniority purposes.
18

19 9.7.2 A unit member whose last name begins with an L shall be awarded
20 a higher seniority than a person whose last name begins with an H
21 or other subsequent letters as ordered in section 9.6 above.
22

23 9.7.3 Unit members who have the same initial date of hire and whose last
24 names begin with the same letter, shall utilize the standard
25 alphabetizing method for subsequent letters of their last names
26 (La, Lb, Lc. etc.) to determine their seniority.
27

28 9.7.4 Unit members who have the same initial date of hire and whose last
29 names are the same, shall apply the 1999-2000 CTA alphabet to
30 their first names to determine their seniority.
31

32 9.7.5 Unit members who have the same initial date of hire and whose last
33 and first names are identical, shall utilize the last four digits of
34 their Social Security number to determine their seniority. In this
35 case, the highest four digit number shall be awarded a higher
36 seniority ranking. This method shall continue until no unit
37 members with the same initial date of hire have the same seniority
38 ranking.
39

40 9.8 When a unit member changes employment status, he/she will carry
41 forward the total months of seniority to the new employment status. If the
42 change in status results in the unit member having the same months of
43 seniority with other unit members in that employment status category,
44 then Sections 9.6 and 9.7 shall be re-applied to all unit members in that
45 employment status with the same months of seniority.
46
47
48

49 **ARTICLE 10: VACANCY/TRANSFER/REASSIGNMENT**

50

51 10.1 Definitions:

1
2 “Vacancy” is any vacated, newly created position, or newly created class
3 which requires the hiring of an additional unit member.
4

5 “Transfer” is the movement of a unit member from one work
6 location to another work location at a different site in a vacated
7 bargaining unit position. A transfer may be voluntary (unit
8 member initiated) or involuntary (District initiated).
9

10 “Reassignment” is the movement of a unit member from one subject
11 area to another subject area, or one grade level to another grade
12 level, or one track to another track at the same work location.
13 Reassignment may be voluntary (unit member initiated) or
14 involuntary (District initiated).
15

16 “Room Reassignment” is the movement of a unit member from one work
17 location to another work location at the same site.
18

19 “Newly Created Position” is a position not previously held by a unit
20 member and which requires a new job description.
21

22 “Days” shall mean any day on which the central administrative offices of
23 the District are open for business.
24

25 10.2 Vacancies:

26 10.2.1 Notification

27 10.2.1.1 School Site Notification During the School Year

28
29 If a vacancy occurs at a school site, all unit members at the school site will
30 be notified regarding the opening via District Email. Prior to any opening
31 being flown throughout the District, at least two (2) days shall pass from
32 the date of the email notification while school is in session. If more than
33 one unit member seeks to fill the opening, the criteria in 10.2.9.1 shall be
34 used.
35
36

37 10.2.1.2 School Site Notification During the Summer

38
39 During summer recess, prior to any opening being flown throughout the
40 District, teachers will be contacted directly by the principal via District
41 email. At least four (4) days shall pass from the date of the final email
42 notification prior to any opening being flown throughout the District. Unit
43 members who miss the deadline for voluntary reassignment during the
44 summer recess may apply for the position once it is flown inside the
45 District. They will be treated in the same manner as all transfer
46 applicants.
47
48

49 10.2.1.3 District-wide Notification

1 The District shall deliver to the Association (via email) and all unit
2 members (via district email). and post in all schools, a list of vacancies.
3 which are not filled via reassignment.
4

5 Said list shall contain:
6

7 1) A closing date which is at least five (5) days following the
8 posting date while school is in session and at least ten (10) days
9 following the posting during summer recess.
10

11 2) All qualifications necessary to meet the requirements of the
12 position as appropriate.
13

14 2) If a Teacher on Special Assignment (TOSA) position becomes
15 vacant, the position will be flown District-wide. The applicant
16 will be selected by a panel of District representatives.
17

18 10.2.2 No permanent assignment to fill the vacancy(s) shall be made until
19 after the closing date.
20

21 10.2.3 Vacancies shall be filled as soon as possible.
22

23 10.2.4 The District shall, upon request by a unit member, notify via U.S.
24 ail said unit member during summer recess, or any period of leave,
25 of any posted openings which may arise during these times. The
26 unit member's request shall be in writing and include a mailing
27 address. Any such request must be renewed every six (6) months.
28

29 10.2.5 If a unit member already has a transfer application on file, it is not
30 necessary to make further application in order to be considered for
31 any vacancies for which the unit member may have applied.
32

33 10.2.6 The District shall upon request of the unit member, deliver in
34 writing, the reason for the unit member not receiving the vacated
35 or newly created position.
36

37 10.2.7 No outside applicant shall be selected to fill a vacancy if there is an
38 eligible unit member applicant, as defined in 10.2.9.1. If the
39 internal posting closes without any internal applicants, unit
40 members may no longer apply for the position.
41

42 10.2.8 Vacancies shall be filled, whenever possible, as follows:
43

- 44 1. First by voluntary reassignment. (See 10.2.1.1
- 45 2. Second by voluntary transfer (see 10.2.1.2 for notification
- 46 requirements)
- 47 3. Third by involuntary transfer (only when there are no voluntary
- 48 transfer applicants)
- 49 4. Fourth from outside the District

1 10.2.8.1 This section (10.2.7) shall not apply to newly created
2 positions filled in accordance with 10.2.10. Newly created
3 positions shall be filled using the criteria 10.2.10
4

5 10.2.9 A unit member waiting to transfer to an open vacancy shall fill out
6 a transfer form and turn it in to Human Resources by closing date,
7 as long as they do not already have a transfer request on file.
8

9 10.2.9.1 Human Resources shall screen all applicants for
10 eligibility in relation to the qualifications listed on the posting.
11 (10.2.1.3)
12

13 The screening shall include:
14 1) Appropriate, valid credential or state authorization
15 2) Satisfactory evaluation (12.14.5) during the previous cycle if
16 applicable and non-current participation in a District mandated
17 assistance plan (12.14.4)
18 3) Other qualifications of the unit member explicitly stated in the
19 posting.
20

21 The most senior unit member in the pool of eligible unit members
22 will be awarded the position.
23

24 10.2.10 If any of the following positions becomes vacant, the
25 position will not be eligible for transfer or reassignment and will be flown
26 District-wide. The posting shall also include the complete job description
27 for the position.
28

29 • District Resource Teacher
30 • Teacher on Special Assignment
31 • English Language Learned (ELL) Interventionist
32

33 If a job description from the list above is revised, the job will be removed
34 from this list pending negotiations regarding future inclusion in this list.
35

36 10.2.10.1 A unit member wanting to apply for one of the
37 positions listed in 10.2.10 shall fill out an application and turn it in
38 to Human Resources by the closing date.
39

40 10.2.10.2 Human Resources shall screen all applicants for
41 eligibility in relation to the qualifications listed on the posting.
42 (10.2.1.3)
43

44 The screening shall include:
45 1) Appropriate, valid credential or state authorization
46 2) Levels of Performance marked at “District Standard” or
47 “Above Standard” for each of the criteria on the most recent
48 District summative evaluation report.
49 3) Other qualifications of the unit member explicitly stated in the
50 posting.
51

1 Once a unit member passes the Human Resources screening and is granted
2 an interview, they are deemed eligible for the position and section 10.2.7
3 becomes applicable.
4
5 If there are no eligible internal candidates the position may be flown
6 outside of the district.
7
8 If the internal posting closes without any internal applicants, unit members
9 may no longer apply for the position.
10
11 The pool of eligible candidates will be interviewed by a panel. The unit
12 member receiving the highest score or ranking will be awarded the
13 position.
14
15 10.3 Voluntary Transfer:
16
17 10.3.1 Filing Request for Transfer:
18
19 A unit member who desires a transfer may file a written statement
20 of intent with the District at any time, whether or not a vacancy
21 exists. A unit member may also submit a request for transfer
22 subsequent to the posting of a vacancy notice. Such statement
23 shall include the grade and/or subject to which the unit member
24 desires to be assigned and the school or schools to which the unit
25 member desires to be transferred (in order of preference).
26 10.3.2 If a unit member's request for a voluntary transfer is denied,
27 the unit member shall be granted, upon request, a meeting with the
28 administrator who denied the request to discuss the reasons for the
29 denial. The unit member may request, and shall receive, written
30 reasons for the denial following said meeting.
31
32 10.3.3 If two (2) or more unit members apply for a vacancy, the
33 provisions of Section 10.2.9.1 shall apply.
34
35 10.3.4 If the unit member requests that his/her application for the
36 transfer be kept confidential, the principal at his/her school shall
37 not be notified by Human Resources Office of the application until
38 after an offer of transfer has been made. The matter will be treated
39 as confidentially as practicable.
40
41 10.3.5 The criteria set forth in section 10.2.9.1 will be used to determine
42 voluntary transfers.
43
44 10.3.6 The District, upon request, shall provide assistance in moving
45 materials to the new work location.
46
47 10.4 Involuntary Transfers:
48
49 10.4.1 The District shall first seek to fill those vacancies which must be
50 filled by transfer, by means of voluntary transfer. An involuntary
51 transfer will only take place if there are no voluntary transfer

1 applicants. A unit member who is to be transferred involuntarily
2 shall be notified as soon as practical. If a unit member is
3 involuntarily transferred, the unit member will be provided up to 3
4 days of sub release time, or up to 20 hours of extra-assignment, or
5 a combination of both which will be determined by the Assistant
6 Superintendent of Human Resources and the unit member. The
7 District, upon request, shall provide assistance in moving materials
8 to the new work location.
9

10 The District shall utilize the criteria set forth in Section 10.2.9.1 for
11 involuntary transfers, in reverse seniority order.
12

13 10.4.2 The unit member, upon request, shall be provided a written
14 explanation of the reason a transfer was made.
15

16 10.4.3 No involuntary transfer shall be disciplinary or punitive in
17 nature.
18

19 10.4.4 If a decrease in the number of students, or the elimination or
20 addition of program(s) and/or funding occurs, the District shall
21 seek volunteers prior to making any involuntary transfer(s).
22

23 10.4.5 Unit members from closed schools, or unit members
24 displaced because of educational program changes, shall be
25 accorded priority for filling vacancies that arise for which they
26 have qualified pursuant to Section 10.2.9.1.
27

28 10.4.6 Displaced teachers shall list up to three (3) choices in priority
29 order of school sites/teaching assignments to which they wish to be
30 placed. If not placed in any of the preferred sites/assignments, the
31 teacher shall have priority of vacancies to which he/she is
32 qualified, pursuant to Section 10.2.9.1, for up to three (3) years
33 following the initial involuntary transfer.
34

35 10.5 Reassignment:
36

37 10.5.1 A District-initiated change of assignment at the same school may
38 be made by the District as long as the change is not made
39 arbitrarily, capriciously, or without basis in fact. The Association
40 will be informed (via email) about all District-initiated changes of
41 assignment. The notification shall include the rationale for the
42 change.
43

44 10.5.2 The unit member, upon request, shall receive a written
45 explanation of the reason a reassignment was made or denied.
46

47 10.5.3 No reassignment shall be disciplinary or punitive.
48

49 10.5.4 A unit member may not receive more than one (1) District-initiated
50 changes of assignment at the same school site in a three (3) year
51 period.

1
2 10.5.5 If a unit member receives an involuntary room reassignment, the
3 unit member will be provided up to 2 days of sub release time, or
4 up to 12 hours of extra-assignment, or a combination of both,
5 which will be determined by the Assistant Superintendent of
6 Human Resources and the unit member. The District, upon
7 request, shall provide assistance in moving materials to the new
8 work location.
9

10 10.6 Notification of Change of Assignment:

11
12 The District shall notify unit members of anticipated changes of
13 assignment(s) for the subsequent school year no later than the last working
14 day in May. A unit member shall be notified of any change of
15 assignment(s) initiated after the last working day in June, by email. If no
16 response is received via email, unit members will be notified via certified
17 mail.
18

19 10.7 Special Education

20
21 10.7.1 The Special Education Program (while based at sites) is a District
22 program. RSP and SDC assignments follow Article 10 protocols except as
23 outlined below. All other assignments are made by the District.
24
25

26 10.7.2 If an RSP teacher is assigned additional students located at another
27 site, the change does not constitute an involuntary transfer. RSP teachers who are
28 assigned to a new school site, will be afforded up to three (3) days of substitute
29 assistance, or twenty (20) hours of extra assignment, or a combination of both,
30 which will be determined by the Assistant Superintendent of Human Resources
31 and the unit member. The District, upon request, shall be proved assistance in
32 moving materials to the additional work location.
33

34 10.7.3 When it becomes necessary for the District to collapse an RSP or
35 SDC position, the District may then need to assign a Special Education teacher to
36 another Special Education class. This change in assignment is not based on
37 seniority, but rather the needs of the students in the District program. The
38 affected teacher will be afforded up to three (3) days of substitute assistance, or
39 twenty (20) hours of extra assignment, or a combination of both which will be
40 determined by the Assistant Superintendent of Human Resources and the unit
41 member. The District upon request shall provide assistance in the moving
42 materials to the new work location.
43
44
45

46 **ARTICLE 11: LEAVES**

47
48 **ARTICLE 11: LEAVES**

49
50 11.1 **Bereavement Leave**
51

11.1.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family. The immediate family shall include the ~~mother, father, grandmother, grandfather or grandchild of the unit member, or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or stepchild of the unit member or any relative living in the immediate household.~~ **parents, children, grandparents, grandchildren, spouses, domestic partners, siblings, a person for whom the member is a court-appointed legal guardian, dependents, relatives living in the immediate household, or any other family members or "designated persons" who are related by blood or in a family-like relationship with the member.**

The Superintendent, or ~~his/her~~ **their** designee, may, if unusual circumstances exist, extend the definition of immediate family to include other persons.

11.1.2 Eligibility

A unit member covered by this Agreement.

11.1.3 Procedure

A unit member exercising this leave of absence provision shall notify the District as soon as possible. Notification shall include the expected duration of the absence.

11.1.4 Requirements

A unit member shall be granted up to five (5) days for bereavement purposes.

Additional days of absence may be provided beyond those described herein at the discretion of the Superintendent. Other additional days of absence beyond those described herein are provided under the terms of the personal necessity leave provision.

11.1.5 Compensation

All days of absence used under the provision of bereavement leave shall result in no loss of compensation to the unit member.

11.1.6 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to ~~his/her~~ **their** immediate supervisor.

11.2 Industrial Accident/Illness

11.2.1 Purpose

Unit members shall be granted industrial accident or illness leave when absent from their duties as a result of an industrial accident or illness.

11.2.2 Eligibility

A unit member covered by this Agreement.

11.2.3 Procedure

A unit member who has sustained a job-related injury shall report the injury on a District-approved accident report form to the immediate supervisor within twenty-four (24) hours. A unit member shall report any illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

11.2.4 Requirements

1 11.2.4.1 Allowable leave shall be for not more than sixty (60) working days
2 during that time in which the schools of the District are required to be
3 in session; or, when the unit member would otherwise have been
4 performing work for the District in any one fiscal year for the same
5 illness or accident.
6
7 11.2.4.2 Allowable leave shall not be accumulated from year to year.
8
9 11.2.4.3 Industrial accident or illness leave shall commence on the first day of
10 absence.
11
12 11.2.4.4 Industrial accident or illness leave shall be reduced by one (1) day for
13 each day of authorized absence regardless of a temporary disability
14 indemnity award.
15
16 11.2.4.5 When an industrial accident or illness leave overlaps into the next fiscal
17 year, the unit member shall be entitled to only the balance of unused
18 leave due for the same illness or injury.
19
20 11.2.4.6 Any unit member receiving benefits as a result of this section shall,
21 during periods of injury or illness, remain within the State of California
22 unless the Board of Education authorizes travel outside the state.
23
24 11.2.5 Compensation
25
26 11.2.5.1 A unit member shall be paid such portion of the salary due for any
27 month in which the absence occurs, as, when added to the temporary
28 disability indemnity under Division 4 or Division 4.5 of the Labor Code,
29 will result in a payment of not more than full salary.
30
31 11.2.5.2 During any industrial paid leave of absence, the unit member shall
32 endorse to the District the temporary disability indemnity checks
33 received on account of the industrial accident or illness. The District, in
34 turn, shall issue the unit member appropriate salary warrants for
35 payment of the unit member's salary, and shall deduct normal
36 retirement, other authorized contributions, and money actually paid to
37 and retained by the unit member for periods covered by such salary
38 warrants.
39
40 11.2.5.3 Upon conclusion of this industrial paid leave, a unit member may utilize
41 any available sick leave benefits, providing that any sick leave
42 utilization, when combined with a
43 temporary disability indemnity, shall not exceed
44 one hundred percent of the unit member's normal
45 compensation.
46
47 11.2.6 Return to Service
48
49 A unit member shall be permitted to return to service after an industrial accident or illness
50 only upon the presentation of a release from the authorized Worker's Compensation
51 physician, without restrictions or detriment to the unit member's physical and
52 emotional well-being.
53
54 11.3 **Leave While Holding Elective Public Office**
55
56 11.3.1 Purpose
57
58 Unit members shall be provided the opportunity to exercise the duties attendant to
59 holding an elective public office to which they have been duly appointed or elected, while
60 maintaining full-time District employment.
61
62 11.3.2 Eligibility
63
64 A unit member covered by this Agreement.
65

11.3.3 Procedure

A unit member elected or appointed to public office may request a leave of absence to perform the duties of office. Leave of absence may not exceed three (3) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves shall be granted with a deduction in pay equaling one dollar (\$1.00) above the current daily rate paid for substitute replacement for each day or half-day of absence granted under this policy. These authorized days, or portions of days, may be utilized in the following manner:

11.3.3.1 Full-Day Leave

Upon request to ~~his/her~~ **their** immediate administrator, a unit member may request a maximum of three (3) days per month. When requiring two or more days in sequence, requests must be made at least forty-eight (48) hours in advance of the need for such leave. A unit member may not, while on legislative leave, request another legislative leave for the next full or half day.

11.3.3.2 Half-Day Leave

Upon request to ~~his/her~~ **their** immediate supervisor, a unit member may request up to a maximum of six (6) one-half day leaves, except that when an assignment including students is involved:

11.3.3.2.1 Not more than three (3) one-half day leaves may be taken for either morning (A.M.) or afternoon (P.M.) absences during any one calendar month.

11.3.3.2.2 A half-day for intermediate school teachers is defined as:
1) "Morning" -- The time that such unit member is required to be on duty before classes begin and the first three periods.
2) "Afternoon" -- Classes conducted after the first three periods, and the time that such unit member is to remain on duty after dismissal of the last class.

11.3.3.3 Aggregate Leave

11.3.3.3.1 No class hour or period may have more than a total of three (3) absences accrued against it for purposes of this policy in any calendar month, when combining full or half-day leaves.

11.3.3.3.2 Leave days may not be cumulative from month to month or year to year.

11.3.4 Use of District Facilities or Personnel

11.2.4.1 At no time may a unit member absent himself or herself from assigned duties and responsibilities or from students who are under ~~his/her~~ **their** supervision in order to confer with any party by telephone, or in person, concerning the duties or responsibilities of said public office.

11.3.4.2 District employees shall not be responsible for sending or receiving messages for a unit member attendant to ~~his/her~~ **their** duties while holding an elective public office, except in case of emergency. Such inquiries and messages received will be directed to the unit member's place of public office. The involvement of other District personnel during their working hours, to assist in performing the duties or responsibilities of said office, is prohibited.

11.3.4.3 The use of District equipment or materials is prohibited in performing the duties or responsibilities of said public office,

whether during or after the unit member's regular work hours.

11.3.4.4 Privately owned or maintained telephone service shall not be permitted on District property for use by unit members holding electing public office.

11.4 Full-time Elective Office (Including Election to the Legislature)

11.4.1 Purpose

Leave of absence shall be granted to unit members who are elected to public office (including election to the California State Legislature).

11.4.2 Eligibility

A unit member covered by this Agreement.

11.4.3 Procedure

A unit member elected to public office (including election to the California State Legislature) may request a legislative leave of absence to fill the term of office. Said request shall be submitted no later than thirty (30) days after being elected to office.

11.4.4 Requirements

During the term of legislative leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.

11.4.5 Compensation

Except as provided above, a unit member shall receive no District compensation while on legislative leave.

11.4.6 Return to Service

The unit member shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of ~~his/her~~ **their** election. If the position held at the time of election has been abolished by the time the unit member is eligible to return to District service, reinstatement shall be made to a position for which the unit member is certified.

Reinstatement shall be made at the salary to which the unit member would have been entitled had legislative leave not been utilized.

11.5 Judicial and Official Appearance Leaves

1. The District shall pay ~~\$55 per day~~ **one half of the prevailing daily substitute teacher rate** for up to ten (10) days to a unit member who voluntarily postpones jury duty to a non-contracted unit member work day(s). This section does not apply to summer school unit members.

11.6 ~~Maternity Leave~~ Parental Leaves

11.6.1 ~~Illness/Injury Leave~~ Pregnancy Disability Leave (PDL)

11.6.1.1 Purpose and Eligibility

~~The purpose of maternity leave shall be for the bearing and birth of children, and recovery therefrom.~~ **The purpose of PDL shall be for a unit member who is disabled by pregnancy, childbirth, or a related medical condition.**

11.6.1.2 Eligibility Procedure

~~A female unit member covered by this Agreement.~~

~~11.6.3 Procedure~~

~~11.6.3.1~~

The female unit member shall submit a request for ~~maternity disability leave~~ **PDL** not less than thirty (30) days prior to the expected period of disability. **If 30 days' notice is not possible due to a change in circumstances or a medical emergency, notice must be given where practicable.** The request shall be accompanied by the attending physician's statement verifying the ~~maternity pregnancy~~ disability and the expected duration of the disability period.

~~11.6.1.3~~ 4 Requirements

~~Maternity disability leave~~ **PDL** shall be granted for that period during which the female unit member is disabled as specified in the attending physician's statement described herein.

~~11.6.1.4~~ 5 Compensation

Any female unit member covered by this Agreement shall have the option of utilizing sick leave, as provided for in Section 11.12, for absences necessitated by pregnancy, miscarriage, childbirth and recovery. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for the purposes of this policy shall receive fifty (50) percent of ~~her~~ **their** daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee, whichever is greater. Compensation under this section shall continue for a period of no more than five (5) school months.

~~11.6.1.5~~ 6 Return to Service

~~Upon the conclusion of the maternity disability period described herein,~~ The female unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

~~11.7 Parental Leave (unpaid leave)~~

11.6.2 California Family Rights Act (CFRA)/Family and Medical Leave Act (FMLA)

11.6.2.1 Purpose and Eligibility

~~11.7.1~~ Purpose

A leave of absence ~~without pay~~ shall be granted to a unit member for **incapacity due to pregnancy, prenatal care, for the birth and care of a newborn, including a child of a domestic partner, placement with the employee of a child for adoption or foster care, care for the newly placed child** purpose of raising ~~his/her~~ **their** natural/adopted child.

~~11.7.2~~ Eligibility

~~A unit member covered by this Agreement.~~

~~11.7.3~~ Procedure

11.6.2.2 Procedure

~~11.7.3.1~~ Such leave shall normally be for no more than **twelve (12) weeks which may be taken intermittently through a twelve (12) months period in order that the return date shall coincide with normal school breaks (i.e., the beginning of a semester).** An extension of the leave for up to an additional twelve (12) months may be granted upon request.

11.6.2.3 Compensation

Any unit member covered by this Agreement shall have the option of utilizing sick leave, as provided for in Section 11.12. Upon exhaustion of all

1 accumulated sick leave credit, a unit member who continue to be absent for
2 the purposes of this policy shall receive fifty (50) percent of their daily rate of
3 pay; or the difference between the unit member's salary and the sum actually
4 paid a substitute employee, whichever is greater. Compensation under this
5 section shall continue for a period of no more than five (5) school months.
6

7 **11.6.3 Reproductive Law**

8 **11.6.3.1 Purpose and Eligibility**

9
10 A unit member shall be granted a maximum of five (5) days paid leave for
11 their or their spouse/partner's miscarriage, stillbirth, failed adoption, failed
12 surrogacy, and an unsuccessful assisted reproduction. The five (5) days do
13 not have to be consecutive but must be utilized within three (3) months of the
14 reproductive loss event.
15

16 **11.6.3.2 Procedure**

17 A unit member seeking an approved reproductive loss leave of absence shall
18 submit a request to their immediate supervisor.
19

20 **11.6.3.3 Compensation**

21 Any unit member covered by this Agreement shall have the option of utilizing
22 sick leave, as provided for in Section 11.12
23

24 **11.6.3.4 Return to Service**

25 Upon return to active service, the unit member shall complete the District
26 absence form and submit it to their immediate supervisor.
27

28 **11.7 Personal Leave**

29 A unit member may request a personal leave of absence for reasons not enumerated
30 elsewhere in this Agreement.
31

32 **11.7.1 Eligibility**

33 A unit member covered by this Agreement.
34

35 **11.7.2 Procedure**

36 11.7.2.1 The unit member seeking an approved personal leave of absence shall
37 submit a request, which includes the reasons and the duration of the
38 length of the requested leave, to his/her their immediate supervisor.
39

40 11.7.2.2 For personal absence of five (5) working days or less, the unit member
41 shall submit the request described herein not less than five (5) working
42 days prior to the beginning date of the leave. The decision of the
43 immediate supervisor for approval or denial of these requests shall be
44 final.
45

46 11.7.2.3 For personal absence in excess of five (5) work days, including the
47 balance of the school semester/year, or a full school semester/year, the
48 unit member shall submit the request described herein to the Assistant
49 Superintendent of Human Resources for recommendation and
50 presentation to the Board of Education for approval or denial.
51

52 11.7.2.4 A unit member requesting such an extended personal leave of absence
53 shall submit the request not less than ten (10) days prior to the next
54 Board of Education meeting.
55

56 **11.7.3 Requirements**

A unit member shall not accept gainful employment while on a personal leave of absence without the prior written approval of the Superintendent.

11.7.4 Compensation

Any personal leave that may be granted under these provisions shall be without compensation. Unit members on personal leave of absence shall be permitted to participate in the District insurance program at their expense.

11.7.5 Return to Service

The unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

If the personal leave of absence was granted for health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being.

11.8 Personal Necessity Leave

11.8.1 Purpose

Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours. The following are examples of inappropriate use of personal necessity: spousal awards, second job, non-educational related interviews, non-work related conferences/conventions, preparation for outside classes, vacations, or extensions of a holiday (before or after). **If the District has reason to believe that the purpose of the leave has been abused they may require verification.**

If unusual circumstances exist, the unit member's immediate supervisor may extend the definition of personal necessity.

11.8.2 Eligibility

A unit member covered by this Agreement and who has sufficient sick leave credit.

11.8.3 Procedure

The unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes, and shall notify the District of the expected duration of the absence.

11.8.4 Requirements

Unit members may use not more than ten (10) days per year of accumulated sick leave for purposes of personal necessity.

11.8.5 Compensation

A unit member shall receive full compensation for not more than ten (10) days per year of personal necessity leave, except as provided in 11.10.6.

11.8.6 In case of personal necessity, such as serious illness or accident of an immediate family member, requiring an extended absence, a unit member may apply to the Superintendent for up to the full amount of ~~his/her~~ **their** accumulated sick leave to be utilized for said illness or accident.

11.8.7 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to ~~his/her~~ **their** immediate supervisor.

11.9 Sabbatical Leave

11.9.1 Purpose

Unit members may be granted a leave of absence for the purpose of professional study or travel which will directly benefit the schools and pupils of the District.

11.9.2 Eligibility

A permanent unit member who has served not less than seven (7) consecutive years shall be eligible to apply for sabbatical leave. At the discretion of the Board of Education, up to three (3) percent of the eligible staff may be granted sabbatical leave. In the event more than three (3) percent of eligible staff request a sabbatical in any one year, seniority shall be a major consideration for selecting sabbatical leave candidates.

11.9.3 Procedure

A unit member requesting sabbatical leave consideration shall submit a District-designed application form by January 1 of the preceding school year for which the leave is requested. By February 1, the District Superintendent shall submit a recommendation to the Board of Education for consideration regarding qualified sabbatical leave applications. By March 1, the Board of Education shall take action on sabbatical leave requests.

11.9.4 Requirements

Sabbatical leaves shall not be less than one (1) semester or more than two (2) semesters in duration.

11.9.5 Compensation

11.9.5.1 A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent. If such approval is granted, appropriate deductions from compensation shall be made. A unit member granted a sabbatical leave, for other than gainful employment, shall be compensated by the District at the rate of seventy-five (75) percent of the salary that would have been received had active service continued. Unit members shall be entitled to District-paid health benefits as part of their compensation as if active service continued.

11.9.5.2 A unit member on sabbatical leave may be paid in two (2) equal installments; one shall be paid at the end of the first year or semester, and the other at the end of the second semester of active service following the leave.

11.9.5.3 A unit member on sabbatical leave may elect to be paid in the same manner as though active service continued to be performed for the District, upon the furnishing of a suitable bond indemnifying the District against loss should the unit member fail to satisfactorily complete the leave conditions; and fail to render service for at least twice the length of the leave at the conclusion of the leave of absence.

11.9.5.4 Said bond shall be exonerated in the event the failure to render the agreed-upon services is due to death, physical disability or mental disability of the unit member.

11.9.5.5 Sabbatical leave shall count toward regular salary schedule advancement, if any, and retirement credit as if active service continued.

11.9.6 Return to Service

11.9.6.1 The unit member shall, within sixty (60) days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

- 1) Official transcripts of all completed course work and/or a complete travel itinerary.
- 2) Recommendation of how the sabbatical leave results may be shared with students and staff.
- 3) A complete file of all pertinent materials either developed or collected during the leave, and a recommendation for use within the District.

11.9.6.2 Failure to satisfactorily provide this report shall constitute a failure to comply with the leave condition and shall result in forfeiture of all leave compensation.

11.9.6.3 The unit member shall be reinstated to the position/classification held prior to the sabbatical leave; or to a position for which the unit member is certified.

11.10 Sick Leave

11.10.1 Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessitated by illness, injury or quarantine.

11.10.2 Eligibility

11.10.2.1 A unit member covered by this Agreement, working five (5) days per week, shall annually be entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. A unit member covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio as his/her ~~their~~ employment bears to full time employment.

11.10.2.2 Unused sick leave days are cumulative.

11.10.2.3 A unit member covered by this Agreement, and who is employed in the District's scheduled summer school session, shall earn one (1) day sick leave for each session employed. Days of sick leave earned during summer school are to be added to the accrued sick leave earned pursuant to Paragraph 11.12.2.1.

11.10.2.4 A unit member may utilize any accrued sick leave during summer school session.

11.10.3 Procedure

Unit members exercising this leave of absence provision shall notify the District of their need to be absent from service as soon as possible. But in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

11.10.3.1 After an employee is absent seven (7) consecutive days during the school year, the supervisor/district may request verification which states the anticipated date of return to service.

11.10.4 Requirements

When unit members become aware of the need for absence due to surgery or other predictable or prior scheduled causes, they shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

11.10.5 Compensation

Any unused sick leave credit may be used by the unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member that continues to be absent under provisions of this Article shall receive fifty (50) percent of ~~his/her~~ **their** daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee; whichever is greater. Compensation under this Section shall continue for a period of no more than five (5) school months or less.

11.10.6 Return to Service

11.10.6.1 Upon return to service, the unit member shall complete the District absence form and submit it to ~~his/her~~ **their** immediate supervisor.

11.10.6.2 A unit member whose absence under this Section exceeds seven (7) consecutive school days shall, upon request, submit a statement from a medical doctor or licensed practitioner indicating an ability to return to ~~his/her~~ **their** position without restrictions or detriment to the unit member's physical and emotional well-being.

11.10.6.3 A unit member shall not be allowed to return to service, and shall be charged with one additional day of sick leave absence, if the unit member fails to notify the District of intent to return to duty prior to the close of the preceding work day, and by such notification failure, a substitute is secured.

11.11 Association President Leave

11.11.1 The District and Association agree that the President of GEA will teach 60% of the instructional day and will be released for 40% of the instructional day to perform Association/District business. The Association President and ~~his/her~~ **their** immediate supervisor will mutually agree on a yearly basis the schedule that is most beneficial to meet the needs of students.

11.12 Association Leave

11.12.1 A maximum of forty (40) days of release time per school year may be utilized by members of the bargaining unit, as designated by the Association, for attendance at local, state and/or national meetings/conferences; or for conducting other business pertinent to Association affairs. Such release time shall be requested with prior reasonable notice to the Superintendent or ~~his/her~~ **their** designee. The Association agrees to reimburse the District the amount paid by the District to employ a daily substitute for thirty (30) of the forty (40) days. This leave shall be in addition to any other release time granted in other Articles of this agreement.

11.12.2 The use of this release time by the Association shall not impact unreasonably on any class of students.

11.13 Catastrophic Leave Bank

11.13.1 Creation and Purpose

The Catastrophic Leave Bank is a program established to allow unit members to potentially help each other. The intent of this program is to provide a way that unit members who have exhausted all their regular sick leave may apply for additional sick leave days from the bank for a catastrophic injury or illness.

1 Catastrophic illness and injury shall be defined as an illness or injury that incapacitates a
2 unit member or a member of the unit member's family for over ten (10) consecutive days
3 requiring the Catastrophic Leave Bank member to take time off from work to care for
4 himself/herself or to take care of a family member (see
5 definition of family under Article 11.1.1 Bereavement Leave).
6

7 Unit members who have exhausted all sick leave and who are members of the
8 Catastrophic Leave Bank may request withdrawal of additional sick days from the Bank for
9 a catastrophic illness or injury.
10

11 11.13.1.1 The Association and the District agree to create a Catastrophic Leave
12 Bank effective July 1, 2000. The Catastrophic Leave Bank shall be
13 funded in accordance with the terms of Section 11.15.2 below.
14

15 11.13.1.2 For the purposes of this section, a "day" shall be any day a unit
16 member is required to be on duty as determined by the terms of this
17 Agreement. The Catastrophic Leave Bank does not apply to summer
18 school, intersession or any extra teaching assignment.
19

20 11.13.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to
21 year.
22

23 11.13.1.4 Days shall be contributed to the Bank not to a specific employee and
24 withdrawn from the Bank without regard to the daily rate of pay of the
25 Catastrophic Leave Bank participant.
26

27 11.13.1.5 The Catastrophic Leave Bank shall be administered by a joint
28 committee comprised of three (3) voluntary members appointed by the
29 Association and two (2) members appointed by the District.
30

31 11.13.2 Eligibility and Contributions 32

33 11.13.2.1 All unit members on active duty with the District are eligible to
34 contribute to the Catastrophic Leave Bank.
35

36 11.13.2.2 Participation in the Bank shall be voluntary. Only unit members that
37 have contributed to the Bank will be permitted to request a withdrawal
38 from the Bank.
39

40 11.13.2.3 Contributions to the Bank must be authorized and renewed annually
41 by the unit member on the appropriate district form. Contributions shall
42 be made each year during the Medical Benefits Open Enrollment period
43 or thirty (30) days from a new employee's date of hire. The effective
44 date of coverage shall be the first day of the month following
45 enrollment. Forms shall be returned to the District Business Office.
46

47 11.13.2.4 Membership from the Bank may be revoked at any time when a unit
48 member completes the appropriate district form and returns it to the
49 District Business Office.
50

51 Membership from the Bank is revoked automatically whenever a
52 member fails to make his/her their annual contribution (September 1
53 to September 30).
54

55 11.13.2.5 Sick leave previously authorized for contribution to the Bank shall not
56 be returned to the unit member if the unit member effects cancellation
57 from the Bank.
58

59 11.13.2.6 Unit members returning from unpaid leave of absence which included
60 the enrollment period will be permitted to contribute to the Bank within
61 30 calendar days of returning to work.
62

63 Enrollment forms for the Catastrophic Leave Bank shall be available to
64 all new unit members and those unit members returning from leave.
65

11.13.2.7 The minimum annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave.

11.13.2.7.1 If the number of days in the Bank falls below thirty (30) days, the Joint Committee will open an additional period of 10 days during which current Catastrophic Leave Bank members may contribute on a voluntary basis one additional day.

Those unit members wishing to join the Bank for the first time may also contribute at this time.

Failure to contribute during this additional request period from the Joint Committee will not cause a Catastrophic Leave Bank member to cease participation in the Bank.

If the Bank does not have sufficient days to meet a withdrawal request, the Joint Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank, if any, shall be returned to the then current (that fiscal year) donors in a proportionate manner. Any such redistribution shall be in not less than half-day units and each donor's rebate shall be limited to ~~his/her~~ **their** total donations to the bank.

11.13.2.7.2 If the number of days in the Bank at the end of the school year (June 30) exceeds four hundred (400) days, no contributions shall be required of continuing Catastrophic Leave Bank participants for the next school year.

Unit members joining the Catastrophic Leave Bank for the first time or those returning from leave shall be required to contribute one day to the Bank to participate in the Bank.

11.13.3 Procedures for Withdrawal of Days from the Bank

11.13.3.1 Catastrophic Leave Bank participants whose sick leave or industrial accident/illness leave and sick leave is exhausted may request withdrawal from the Bank for catastrophic illness or injury.

There will be a ten (10) day waiting period. This waiting period must be covered by the last days of sick leave, the unit members differential leave, leave without pay or a combination of the leaves.

11.13.3.2 Unit members may submit requests for extensions of withdrawals as their prior grants expire. Extension for a continuous illness or injury shall have no additional waiting period. If the request is for an extension, an updated physician's statement of the illness or injury must be presented to the Joint Committee.

11.13.3.3 Catastrophic Leave Bank members, who have exhausted all accumulated sick leave, but still have differential leave available are eligible to request a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged not more than one-half (1/2) day.

The receipt of a donated sick leave credit as defined herein, when combined with other district income, shall not provide the recipient with a greater monthly district income than ~~he/she~~ **they** received immediately prior to the receipt of the catastrophic sick leave.

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- 11.13.3.4 If a reoccurrence or a second illness or injury incapacitates a member or a member of the unit member's family within the same school year, it shall be deemed catastrophic after five (5) consecutive days. *(Thus, a unit member who used the Bank, after exhaustion of sick leave, for 20 days to care for the member's spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work).*
- 11.13.3.5 Any days approved by the Joint Committee that are unused by the unit member shall be returned to the Bank upon the unit member's return to work after the illness or injury.
- 11.13.3.6 If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member's representative as designated on the Catastrophic Leave Bank enrollment form.
- 11.13.3.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum of twelve (12) consecutive months.
- 11.13.3.8 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Joint Committee shall keep information regarding the nature of the illness confidential. The Joint Committee may require a medical review by a physician of the Committee's choice at the District's expense. Refusal to submit to the medical review will nullify the unit member's application. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
- 11.13.4 Other Provisions
- 11.13.4.1 All decisions of the Catastrophic Leave Bank Joint Committee are final and shall not be subject to appeal, or subject to the grievance provisions of the Agreement.
- 11.13.4.2 Participation in the Catastrophic Leave Bank is completely voluntary on the part of both donors and applicants. In order to participate in the Catastrophic Leave Bank, the unit member must waive any and all claims against the District and/or the Association arising from the administration of the Catastrophic Leave Program by signing a waiver and release which reads as follows:
- As a requirement of, and as consideration for my participation the Catastrophic Leave Bank created by Article 11 (Leaves) in the Agreement between the parties, I _____, hereby waive and release any and all claims I may now have, or may have in the future, known or unknown, against the Garvey School District and/or the Garvey Education Association in connection with the administration of the Catastrophic Leave Bank Program.
- 11.13.4.3 Participant's donating sick leave days to the Bank should be aware that their donation may impact their STRS years of service upon retirement by the number of the days donated to the Program.
- 11.13.4.4 All proceedings and materials related to the Catastrophic Leave Bank shall be strictly confidential. Therefore, Joint Committee members may only disclose such information as is necessary to administer this Article.

The District will comply with State and Federal laws, Garvey School District Administrative Regulations 4161.8 (a-g), 4261.8, 4361.8, Exhibit (a & b) and Exhibit 2 (a) regarding family medical care leaves. Family and medical care leave shall be coordinated with other leaves available under this Agreement as permitted by law.

ARTICLE 12: EVALUATION PROCEDURES

12.1 Evaluation and assessment of the performance of unit members shall be made on a continuing basis (at least once every semester for probationary and temporary unit members). Should a unit member be employed after the mid-point of the first semester of a school year, evaluation for that semester shall be at the option of the evaluator.

Unit members with permanent status, and fewer than ten (10) years of service shall normally be evaluated, in writing, once every two (2) years.

Unit members with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards in all areas, shall be evaluated every three years if the unit member and evaluator consent to this schedule. In the event the evaluator withdraws consent, notice and identifiable cause(s) shall be provided to the unit member, in writing, by October 15th.

The District may evaluate permanent unit members more often than the minimum required if:

- 1) there is an "unsatisfactory" written evaluation during the previous cycle,
- 2) the unit member's current performance has significantly declined since the most recent written evaluation.
- 3) there has been a change of work site: and/or
- 4) if there has been a change of grade level/teaching assignment.

12.2 Prior to the implementation of any change in the existing evaluation forms, the District shall consult with the Association regarding said possible changes.

12.3 If the unit member's evaluator is to be someone other than the unit member's immediate supervisor, then the immediate supervisor or District management shall notify the unit member of the name of the unit member's evaluator(s) by October 15. If a subsequent change in the unit member's evaluator(s) becomes necessary, and then the unit member shall be notified on a timely basis by his/her immediate supervisor.

12.4 The Evaluation time sequence in Section 12.11 shall be followed. A good faith attempt shall be made by the unit member and the evaluator to reach mutual agreement on the unit member's goals and objectives. Unit

members shall have goals and objectives in conformance with District-approved curriculum, within assigned subject areas.

12.4.1 Goals and objectives may also be required in the areas of student discipline and other duties performed by unit members as an adjunct to their regular assignments. Unit members who are not assigned students on a regular basis shall have goals and objectives in areas of primary responsibilities. Goals and objectives may also be required in other duties performed by unit members as an adjunct to their regular assignments.

12.4.2 If the unit member and the evaluator cannot reach a mutual agreement on the unit member's goals and objectives, then the evaluator shall make a decision on the unit member's goals and objectives. The unit member may note for the record, and attach said comments to the final determination, his/her disagreement with the evaluator's determination of the goals and objectives.

12.5 During the course of the evaluation period, unusual circumstances may occur which require modification of the original goals and objectives. The determination of new evaluation elements shall be arrived at as in Section 12.4.

12.6 The evaluation process shall include the following:

12.6.1 For probationary and temporary unit members: A minimum of two (2) classroom observations of thirty (30) minutes or more each semester. This does not preclude informal observations as an additional assessment technique.

12.6.2 For a permanent unit member: A minimum of two (2) classroom observations of thirty (30) minutes or more during the school year. This does not preclude informal observations as an additional assessment technique.

12.6.3 An evaluation conference, including a written report with recommendations, shall be scheduled not more than five (5) working days after each observation of thirty (30) minutes or more, for the evaluator to review the observation with the unit member. Such a conference and report shall occur following an informal observation, if less than satisfactory performance is observed or reported.

12.6.4 A unit member shall be entitled to attach a written response to any observation report or evaluation within seven (7) working days following his/her receipt of the observation report or evaluation.

12.6.5 A final written evaluation by the evaluator shall be discussed with, and given to, the unit member at least sixty (60) calendar days prior to the end of the school year (June 30).

1	12.6.6	In order to provide an opportunity to improve their instructional
2		performance, unit members who receive a less-than-satisfactory
3		(LTS) rating on their observation report/evaluation shall be
4		entitled, upon request, to a subsequent, prearranged
5		observation with a follow-up conference and written evaluation.
6		
7	12.6.7	The evaluator's role in assisting a unit member who receives a
8	LTS	rating shall include, but not be limited to, the following:
9		
10		1) Notification, in writing, of areas where improvements are
11		needed.
12		
13		2) Specific recommendations for improvement within a specified
14		time, and methods by which such improvements will be
15		assessed.
16		
17		3) Time schedule to monitor progress.
18		
19		4) Additional resources, if any, to be utilized to assist in
20		implementing such recommendations.
21		
22	12.7	The evaluator may request a unit member to assist another unit member in
23		need of assistance. Unit members shall not formally evaluate other unit
24		members.
25		
26	12.8	Evaluation of a unit member shall not be based upon information or
27		material which has been received by the evaluator from other sources,
28		such as parents or citizens, unless, if requested by the unit member, a
29		discussion has occurred between the unit member and the person(s) who is
30		the source of the data and the data has been reduced in writing by this
31		person. The evaluator shall make a reasonable effort to verify said
32		information and material.
33		
34	12.8.1	The results of a Referred Participating Teacher's
35		participation in the Peer Assistance and Review
36		Program may be used in the annual evaluation.
37		
38	12.9	Evaluation of performance shall not be predicated upon lawful, non-school
39		related, personal activities which have no impact or bearing on work-
40		related effectiveness of the unit member.
41		
42	12.10	Evaluation Time Sequence:
43		
44		The following time sequence shall be used for full-year unit members
45		falling into one of the following categories:
46		
47		2 nd year Probationary unit members
48		Permanent unit members
49		
50	12.11	Time Line
51		

1	Second Year Probationary and Permanent Unit Members	
2		
3	By October 31	Goal setting conference
4		
5	By February 15	One completed evaluation
6		process (refer to section 12.6) for
7		those being recommended for
8		termination or non-reelection
9		
10	By May 2	Final evaluation
11		
12	Temporary and First Year Probationary Unit Members	
13		
14	By October 31	Goal setting conference
15		
16	By May 2	Final evaluation
17		
18	12.12	While evaluation procedures may, in many cases, be related for
19		evidentiary purposes to disciplinary/discharge proceedings, discipline and
20		discharge procedures may, in appropriate cases, be undertaken
21		independently of the evaluation procedures contained in this Article. This
22		provision shall not, however, constitute a waiver of any rights a unit
23		member may have to adequate notice of performance deficiencies and
24		adequate opportunity to improve.
25		
26	12.13	The District retains sole responsibility for the evaluation and assessment
27		of performance of each unit member, subject only to the above procedural
28		requirements. Accordingly, no grievance arising under this Article shall
29		challenge the substantive objectives, standards or criteria determined by
30		the evaluator or District, nor shall the grievance contest the judgment of
31		the evaluator. Any grievance shall be limited to a claim that the above
32		procedures have been violated or unreasonably applied.
33		
34	12.14	The District and the Association agree that:
35		
36	12.14.1	The Garvey District Performance Evaluation Document shall be
37		the instrument used to evaluate all unit members.
38		
39		Additionally, the Evaluator shall have the discretion as to
40		whether and how to use the Peer Assistance and Review
41		results in the annual evaluation.
42		
43	12.14.2	The Garvey District Performance Evaluation Document shall be
44		evaluated yearly by a committee comprised of representatives
45		from the District and the Association.
46		
47		Said committee is to meet a sufficient number of times to submit
48		recommendations for the purposes of collective bargaining.
49		
50	12.14.3	Inservice for the evaluation procedure shall be held within the
51		workday.

12.14.4 Four (4) areas marked “Below District Standard” on the Summative Evaluation Document, while still deemed a satisfactory evaluation will nevertheless trigger an assistance plan. Said plan will consist of a listing of resources available to both parties for the purpose of improved instruction. Timelines are to be established and adhered to by both parties.

12.14.4.1 The unit member may elect instead to enter the Peer Assistance and Review Program as a Voluntary Participating Teacher.

12.14.5 Three (3) areas marked “Unsatisfactory” or eight (8) areas marked “Below District Standard” on the Summative Evaluation Document, would be deemed an unsatisfactory evaluation and would also trigger the assistance plan referred to in Section 12.14.4.

12.14.5.1 If three (3) of the areas are marked “Unsatisfactory” or eight (8) areas are marked “Below District Standard” in the following identified 12 areas on the Summative Evaluation Document, it would be deemed an unsatisfactory evaluation and would also trigger participation in the Peer Assistance and Review Program:

- Progress of students towards standards (as found in the current summative evaluation) IF, IG
- Instructional Techniques IA, IC, ID
- Curriculum Objectives IB, IE, IIA
- Suitable Learning Environment IIB, IIC, IIIA, IIIB

12.14.6 In preparing the final evaluation form for placement into the unit member’s file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form.

12.14.6.1 Additionally, the Evaluator shall have the discretion as to whether and how to use the Peer Assistance and Review results in the annual evaluation.

1 12.14.7 A unit member shall not be evaluated on or held accountable for
2 any aspect of the educational program over which he/she has no
3 authority or ability to correct.
4

5 12.14.8 The evaluation of unit members, pursuant to this Article, shall not
6 include or be based upon the following:
7

8 1) Standardized achievement test results;
9

10 2) Results of any tests utilized for the purpose of a School
11 Improvement Plan;
12

13 3) Achievement of objectives stated in IEP's of special
14 education students;
15

16 4) Utilization of any "Clinical Supervision" techniques
17 unless specifically agreed to by the unit member being
18 evaluated; and,
19

20 5) The success, or lack thereof, of a clerical or
21 instructional aide in the performance of tasks assigned by the
22 unit member.
23
24
25

26 **ARTICLE 13: PERSONNEL FILES** 27

28 13.1 Each unit member's personnel file may include, but not be limited to, the
29 following items of information:
30

31 Required Medical Information
32 Copies of Annual Contracts
33 Teacher Certificates and Other Credentials
34 Evaluation Reports
35 Tenure Recommendations
36 Transcripts of Academic Reports
37 Consulting Teacher's Reports of the participation in the
38 Peer Assistance and Review Program
39

40 13.2 Material in personnel files of unit members which may serve as a basis for
41 affecting the status of their employment are to be made available for the
42 inspection of the unit member involved.
43

44 13.3 Such material is not to include ratings, reports or records which were
45 obtained prior to the employment of the unit member involved; were
46 prepared by identifiable examination committee members; or were
47 obtained in connection with a promotional examination.
48

49 13.4 Every unit member shall have the right to inspect such materials upon
50 request provided that the request is made when a substitute is not required
51 and when the District is normally open for business.

- 1
2 13.5 Information of a derogatory nature, except as enumerated in Section 13.3.
3 shall not be entered or filed unless, and until, the unit member is given
4 notice and an opportunity to review the material and respond. A unit
5 member shall have the right to enter, and have attached to any information
6 of a derogatory nature, the unit member's own statement. Such review
7 shall take place during normal business hours, and the unit member shall
8 be released from duty for this purpose without salary reduction. It is
9 understood that substitutes for this purpose will be provided at the sole
10 discretion of the District.
11
12 13.6 Upon written authorization by the unit member, a unit member's
13 representative shall be permitted to examine or obtain copies of non-
14 restricted materials within the file.
15
16 13.7 The personnel file shall be located at the District Office.
17
18
19

20 **ARTICLE 14: GRIEVANCE PROCEDURE**

21 22 14.1 Definitions

23
24 "Grievance" shall mean an alleged violation, misapplication or
25 misinterpretation of a specific provision of this Agreement which
26 adversely affects the grievant(s).
27

28 "Grievant" shall mean a unit member(s) covered by this Agreement filing
29 a grievance. In a case of multiple grievance claims on the same issue, the
30 District may elect to hear only the first written grievance filed, and the
31 decision rendered shall be applicable to all claims on the same issue,
32 arising from the same set of circumstances. In addition, the Association
33 either on its behalf, or on behalf of an affected member, shall have the
34 right to initiate a grievance which affects more than one unit member at a
35 single worksite, or unit members in more than one worksite.
36

37 "Conferee" shall mean an Association representative who shall assist the
38 unit member in presenting and processing the grievance. An immediate
39 supervisor with whom a grievance is filed may also choose a
40 representative.
41

42 "Association" shall mean the employee organization recognized by the
43 Board of Education as the exclusive representative for the unit of
44 employees covered by this Agreement.
45

46 "Days" shall mean any day on which the central administrative offices of
47 the District are open for business.
48

49 "Immediate Supervisor" shall be the first level administrator having
50 immediate jurisdiction over the grievant, and who has been designated by
51 the Superintendent to adjust grievances.

- 1
2 14.2 Time Line
3
4 A District grievance form shall be completed in writing by the unit
5 member within ten (10) days of the occurrence or within ten (10) days of
6 when the unit member could reasonably have known of the occurrence, act
7 or omission giving rise to the grievance.
8
- 9 14.3 Time Line Extensions
10
11 Time limits affected by the winter recess shall be extended by ten (10)
12 days; and time limits affected by the spring or summer recess shall be
13 extended by five (5) days.
14
- 15 14.4 General Provisions
16
- 17 14.4.1 The purpose of this procedure is to attempt to secure equitable
18 solutions to grievances. All parties agree that these proceedings
19 shall be kept informal and confidential, and that the grievant and
20 immediate supervisor should attempt to resolve the grievance at
21 the informal level.
22
- 23 14.4.2 The filing of a grievance shall in no way interfere with the right of
24 the District to proceed in carrying out its management
25 responsibilities subject to the final decision of the grievance.
26
27 In the event the alleged grievance involves an order, requirement
28 or other directive, the grievant shall fulfill or carry out such order,
29 requirement or other directive pending the final decision of the
30 grievance.
31
- 32 14.4.3 The unit member and immediate supervisor shall have the right to
33 include in the grievance hearings such witnesses as they deem
34 necessary to develop facts pertinent to the grievance. These names
35 shall be made available to both parties upon request. Such
36 witnesses shall be in addition to the conferee that either party may
37 select.
38
- 39 14.4.4 Although a specific time period is provided for administrative
40 decisions at each level of the grievance procedure, it is recognized
41 that multiple grievance claims must be processed in a sequential
42 manner. Consequently, at each level of the procedure, grievance
43 claims shall be assigned consecutive numbers based upon the time
44 and date on which written grievances are received. Administration
45 personnel shall process such numbered grievances in a sequential
46 manner, following a pattern that first filed will be first considered.
- 47 14.5 **Level I (Informal Procedure)**
48
- 49 The unit member shall meet with the immediate supervisor to discuss the
50 potential grievance in an attempt to resolve it informally. If the potential

grievance is not resolved at this level. the unit member may then proceed to Level II.

14.6 Level II (Formal Procedure)

Within ten (10) days of the occurrence, or within ten (10) days of when the unit member could reasonably have known of the occurrence, act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the District grievance form to the immediate supervisor. This District form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate supervisor may have a conferee present at such a conference.

14.7 Level III (Appeal to Superintendent)

If the grievant is not satisfied with the decision at Level II, the unit member may, within ten (10) days appeal the decision to the Superintendent or his/her designee. This written appeal shall include a copy of the original grievance; the appeals and the decisions rendered at previous levels; and a clear, concise statement of the reasons for the appeal. The Superintendent, or his/her designee, shall communicate a decision within ten (10) days. If the Superintendent, or designee, does not respond within the time limits provided, the grievant may appeal to the next level.

14.8 Level IV (Binding Arbitration)

If the grievant is not satisfied with the decision at Level III, the unit member may, within ten (10) days, submit a written request to the Association for arbitration of the dispute. The Association may submit the grievance to arbitration within ten (10) days of its receipt of the request. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

14.8.1 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning conclusions of the issue(s) submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. He/she may not add to, subtract from, or modify this Agreement.

1 However, it is agreed that the arbitrator is empowered to include in
2 any award such financial reimbursement or other remedies as
3 he/she judges to be proper. The decision of the arbitrator shall be
4 submitted to the Association and the Superintendent, and will be
5 final and binding upon the parties. If any question arises as to the
6 arbitrability of the grievance, such question will be ruled upon by
7 the arbitrator only after he/she has had an opportunity to hear the
8 merits of the grievance.
9

10 14.8.2 All costs for the services of the arbitrator, including, but not
11 limited to, per diem expenses, his/her travel and subsistence
12 expenses, and the cost of any hearing room, will be borne equally
13 by the District and the Association. All other costs, except for
14 release time for the grievant(s), Association representative(s) and
15 others as provided by law, shall be borne by the party incurring
16 them.
17

18 14.9 Time Limits 19

20 14.9.1 Time limits provided for at each level shall begin the day
21 following receipt of the grievance, grievance appeal or written
22 decision.
23

24 14.9.2 Since it is important that grievances be processed as rapidly as
25 possible, the time limits specified at each level should be
26 considered to be maximums, and every effort should be made to
27 expedite the process. The time limits may, however, be extended
28 by mutual written agreement.
29

30 14.9.3 In the event a grievance is filed at such a time that it cannot be
31 processed through all the steps in this grievance procedure by the
32 end of the school year; and, if left unresolved until the beginning
33 of the following school year could result in harm to an aggrieved
34 person, the time limits set forth herein will be reduced so that the
35 procedure may be exhausted prior to the end of the school year or
36 as soon as practicable.
37

38 14.10 Rights of Representation 39

40 A unit member alleging a grievance may be represented at all stages of the
41 grievance procedure by an Association-designated representative.
42

43 14.11 No Reprisals 44

45 No reprisals of any kind will be taken by any member or representative of
46 the Administration or the Board of Education against any aggrieved party,
47 any party of interest, any member of the Association or any other
48 participant in the grievance by reason of such participation.
49

50 14.12 Miscellaneous 51

- 1 14.12.1 If a grievance arises from action or inaction on the part of a
2 member of the administration at a level above the principal or
3 immediate supervisor, the aggrieved party shall submit such
4 grievance in writing directly to the Superintendent and the
5 Association with the processing of such grievance to commence at
6 Level III.
7
- 8 14.12.2 When it is necessary for a representative designated by the
9 Association to investigate a grievance, or attend a grievance
10 meeting or hearing during the day, he/she will, upon notice to the
11 Principal or immediate supervisor, be released without loss of pay
12 in order to permit participation in the foregoing activities. Any
13 unit member who is requested to appear in such investigations,
14 meetings or hearings as a witness will be accorded the same right.
15
- 16 14.12.3 All documents, communications and records dealing with
17 the processing of a grievance shall be filed in a separate
18 grievance file and shall not be kept in the personnel file of
19 any of the participants.
20
- 21 14.12.4 The Association and District shall mutually agree upon a form for
22 filing grievances.
23
- 24 14.12.5 Upon mutual written agreement of the Association and the
25 Superintendent, a grievance may be taken directly to arbitration.
26
- 27 14.12.6 A unit member may at any time present grievances to the District,
28 and have such grievances adjusted, without the intervention of the
29 Association, as long as the adjustment is reached prior to
30 arbitration and such adjustment is not inconsistent with the terms
31 of this written Agreement. If a unit member presents a grievance
32 on his/her own behalf, the Association shall have the right to be
33 present and state its views at all grievance meetings. The District
34 shall not agree to a resolution of the grievance until the
35 Association has received a copy of the grievance and the
36 proposed resolution, and has been given the opportunity to file a
37 response.
38
- 39 14.13 Expedited Arbitration
40
- 41 Upon mutual agreement of the parties, the arbitration may be held under
42 the Expedited Arbitration Rules as provided for in this Article.
43
- 44 14.14 Expedited Arbitration Rules
45
- 46 14.14.1 Representation by Counsel
47
- 48 Any party may be represented at the hearing by counsel or other
49 representative.
50
- 51 14.14.2 Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.

14.14.3 Oaths

Before proceeding with the first hearing, the Arbitrator shall require witnesses to testify under oath.

14.14.4 No Stenographic Record

There shall be no stenographic record of the proceedings.

14.14.5 Proceedings

The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full representation of the evidence and arguments of the parties. The Arbitrator shall take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances, and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.

14.14.6 Arbitration in the Absence of a Party

The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.

14.14.7 Evidence

The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

14.14.8 Evidence by Affidavit and Filing of Documents

The Arbitrator may receive and consider evidence in the form of affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.

14.14.9 Close of Hearings

The Arbitrator shall ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

1 14.14.10 Waiver of Rules
2

3 Any party who proceeds with the arbitration after knowledge that
4 any provision or requirement of these rules has not been complied
5 with, and who fails to state objections thereto in writing, shall be
6 deemed to have waived the right to object.
7

8 14.14.11 Serving of Notices
9

10 Any papers of process necessary or proper for the initiation or
11 continuation of an arbitration under these rules, and for any court
12 action in connection therewith, or for the entry of judgment on an
13 award made thereunder, may be served on such party:
14

- 15 1) By mail addressed to such party or its attorney at its last
16 known address;
- 17
- 18 2) by personal service; or,
- 19
- 20 3) as otherwise provided in these rules.
21

22 14.14.12 Time of Award
23

24 The award shall be rendered promptly by the Arbitrator and, unless
25 otherwise agreed to by the parties, not later than five (5) business
26 days from the date of the closing of the hearing.
27

28 14.14.13 Form of Award
29

30 The award shall be in writing and shall be signed by the Arbitrator.
31 If the Arbitrator determines that an opinion is necessary, it shall be
32 in summary form.
33

34 14.14.14 Delivery of Award to Parties
35

36 Parties shall accept as legal delivery of the award the placing of the
37 award, or a true copy thereof, in the mail by the Arbitrator,
38 addressed to such party at its last known address, or to its attorney,
39 or personal service of the award, or the filing of the award in any
40 manner which may be prescribed by law.
41

42 14.14.15 Expenses
43

44 The expenses of witnesses for either side shall be paid by the party
45 producing such witnesses.
46
47
48

49 **ARTICLE 15: REDUCTION-IN-FORCE ACTIONS AND**
50 **EFFECTS RELATING THERETO**
51

- 1 15.1 In accordance with the legal provisions of the Education Code regarding
2 reduction-in-force actions by the District, nothing contained herein shall
3 be construed to impede any possible District implementation of said legal
4 provisions, or the assignment of professional bargaining unit services
5 related thereto; nor shall this article be construed to remove the reduction-
6 in-force protections of the Education Code for unit members.
7
- 8 15.2 The District and the Association agree that all Education Code procedural
9 requirements and provisions for layoff of unit members shall be observed
10 if the District determines that reductions in force are necessary.
11
- 12 15.3 The District and Association agree that alleged violations of the procedure
13 and requirements described in Sections 15.1 and 15.2 shall be excluded
14 from the provisions of Article 14 (Grievance Procedure) of this
15 Agreement.
16
- 17 15.4 Article 8 (Fringe Benefits) shall be construed as providing fringe benefit
18 coverage through September 30 for those unit members working a full
19 school year, including all unit members laid off as a result of a reduction-
20 in-force action by the Board of Education on or before May 15 in any
21 school year.
22
- 23 15.5 The District shall compensate all teachers laid off in accordance with a
24 reduction-in-force action at their daily rates of pay should they be utilized
25 as substitute teachers.
26
- 27 15.6 The District shall not bargain with any subgroup of the unit on the effects
28 of the reduction-in-force actions.
29
- 30 15.7 The District and the Association each voluntarily and unequivocally
31 waives the right, and each agrees that the other shall not be obligated to
32 bargain collectively with respect to any subject or matter related to
33 reduction-in-force actions, and effects related thereto, even though such
34 subject or matter may not have been within the knowledge or
35 contemplation of either or both of the parties at the time they negotiated or
36 signed this Agreement.
37
- 38 15.8 The Association agrees that the above language shall satisfy the parties'
39 obligation to bargain this topic during the term of this Agreement.
40
41
42

43 **ARTICLE 16: ACADEMIC AND PERSONAL FREEDOM**

44

45 **16.1 Academic Freedom**

46

47 It is the policy of the District that all instruction shall be fair, accurate,
48 objective, and appropriate to the age and maturity of the student(s) and
49 sensitive to the community needs and values of our diverse cultures and
50 heritages. Academic freedom is essential to the fulfillment of this policy
51 and the District acknowledges the fundamental need to protect unit

members from censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions. Accordingly:

16.1.1 A unit member shall have reasonable freedom in the classroom presentations and discussions, and may introduce political, religious or otherwise controversial materials, provided that said material is relevant to the course content, within the scope of the law, and other points of view are presented; and.

16.1.2 in performing teaching functions, unit members shall have reasonable freedom to express various points of view on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

16.2 Personal Freedom

16.2.1 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties.

16.2.2 A unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE 17: CLASS SIZE

17.1 The District and Association believes that class size is a variable related to working conditions of unit members and to the success of students.

17.2 District Level

17.2.1 The District shall make a reasonable effort not to exceed a district-wide average of 30:1 between general education students and general education teachers in grades 4-8.

17.2.2 The District shall make a reasonable effort not to exceed a district-wide average of 24:1 between general education students and general education teachers in grades TK-3.

17.2.3 It is understood that class size may be adjusted should there be a revenue emergency.

17.2.4 The District shall make a reasonable effort to balance class size for SDC teachers.

- 1
2 17.3 Site Level
3
4 **17.3.1 While computing the average student to teacher ratio in this**
5 **section, Dual Language Classes will not be included.**
6
7 **17.3.2 If the average student to teacher ratio of general education**
8 **students at a grade level from grades TK through 3 reaches 24:1 at a**
9 **school site, the grade level at the school is impacted.**
10
11 17.3.3 If the average student to teacher ratio of general education students
12 at a grade level from grades 4 through 6 reaches 34:1 at a school site, the
13 grade level at the school is impacted.
14
15 17.3.4 No new or additional student transfers will be allowed into the
16 grade level at a school site in which the grade level is impacted.
17
18 17.3.5 If the average student to teacher ratio of general education students
19 at a grade level **from grade TK through 3 reaches 25:1 or at a grade**
20 **level from grade 4 through 6 reaches 35:1 at a school site, a meeting will**
21 **be convened including the affected teachers, a site administrator, and a**
22 **representative from Human Resources and a representative from GEA to**
23 **address how the necessary addition of students would be handled. This**
24 **may include reconfiguration of classes. Continuing students (either**
25 **students attending their school of residence or students with approved**
26 **transfers for continuing enrollment) will not be displaced prior to**
27 **matriculating to the intermediate school.**
28
29 17.4 General Education Grade Level Combo Classes
30
31 17.4.1 Upon the unit member's request, the District shall make a
32 reasonable effort to provide up to three hours of instructional aide support
33 to unit members teaching general education combo classes. A regular
34 schedule will be generated.
35
36 17.4.2 Combo classes shall be filled by volunteers or on an annual
37 rotational basis in consultation with the affected teachers.
38
39 17.4.3 The District shall make a reasonable effort to keep grade level
40 combo classes in grades TK-3 inclusive to no more than 22 students.
41
42 17.4.4 The District shall make a reasonable effort to keep grade level 3/4
43 combo classes to no more than 24 students.
44
45 17.4.5 The District shall make a reasonable effort to keep grade level
46 combo classes in grades 4-6 inclusive to no more than 30 students.
47
48 **ARTICLE 18: SPECIAL EDUCATION**
49
50 18.1 Statement of Purpose.

This article does not preclude unit members from coverage under all articles of this Agreement. This article supplements and does not supersede other articles of this Agreement.

18.2 Definitions

18.2.1 The following unit members are considered “Special Education” throughout this agreement.

Adaptive Physical Education Teacher

RSP Teacher

School Psychologist

SDC Teacher

Speech and Language Pathologist

18.2.2 Caseload

All students to whom a unit member regularly provides Specialized Academic Instruction (SAI) shall be considered part of the unit member’s caseload.

~~18.2~~ **18.3 Equity**

~~18.2.1~~ **18.3.1** The District and the Association shall jointly monitor ~~class sizes caseloads~~ to ensure reasonable equity. Every effort shall be made to ensure reasonable equity of ~~class-size caseloads~~ among unit members with comparable assignments.

~~18.2.2~~ **18.3.2** The District shall make every effort to equitably assign and distribute RSP students across the affected general education unit members and their classes to the extent that it does not conflict with the needs of the student and/or IEP.

~~18.2.3~~ **18.3.3** The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP), psychologists and speech/language pathologist’s caseloads to ensure reasonable equity within work assignments. Every reasonable effort shall be made to ensure reasonable equity of caseload among unit members with comparable assignments.

~~18.3~~ **18.4 RSP**

~~18.3.1~~ **18.4.1** Every effort shall be made to ensure Resource Specialists caseload does not exceed 28 students.

~~18.3.2~~ **18.4.2** Resource specialists may not be assigned to more than two (2) work sites, unless caseload falls at or below 14 combined. If a Resource Specialist is assigned to a third worksite, their caseload shall not exceed 24 students.

~~18.3.3~~ **18.4.3** Resource Specialists assigned to an intermediate school and an elementary school, or two intermediate schools shall receive one prep period. (Article 5.10)

~~18.4~~ **18.5 SDC**

~~18.4.1~~ **18.5.1** Mild to Moderate Special Day Class (“SDC”) teacher caseload sizes shall be capped at the following levels.

TK to 6th grade: Every effort shall be made to ensure ~~class-size caseload~~ does not exceed 12 students. Every effort shall be made to ensure classes and caseloads shall not exceed a span of three (3) grade levels.

7th to 8th grade: Every effort shall be made to ensure ~~class-size caseload~~ does not exceed 15 students.

~~+8.4.2~~ **18.5.2** Moderate to Severe Special Day Class ("SDC") teacher caseload sizes shall be capped at the following levels.
TK to 8th grade: Every effort shall be made to ensure ~~class-size~~ caseload does not exceed 10 students. Every effort shall be made to ensure classes and caseloads shall not exceed a span of three (3) grade levels.

~~+8.5~~ **18.6** Speech/Language

~~+8.5.1~~ **18.6.1** The District shall make every effort to keep the maximum caseload for speech/language pathologists providing services for TK-8th grade students within the recommended range of fifty-five (55) cases.

~~+8.5.2~~ **18.6.2** If the preschool caseload for a speech/language pathologist reaches 15 or more students, the District shall make every effort to keep the total caseload for the unit member at or below forty-five (45) cases.

~~+8.6~~ **18.7** IEPs

The District shall make every effort to hold IEP meetings during the workday. Unit members shall make themselves available at any time during the workday that IEPs are scheduled. If additional time beyond the workday is necessary to complete an IEP meeting, the administrator in attendance, in consultation with the case manager, shall determine whether to schedule an additional IEP date to continue the meeting during the workday, or to continue the IEP meeting beyond the workday. Unit members shall be compensated at the district extra-assignment hourly rate for additional time beyond the workday.

~~+8.7~~ **18.8** Special Education Due Process Hearings

~~+8.7.1~~ **18.8.1** When a unit member is required to participate in a Special Education due process hearing or other Special Education due process procedure meetings during the workday, the District will allow the unit member to attend the hearing during the day without loss of compensation.

~~+8.7.2~~ **18.8.2** Unit members shall be compensated at the district extra-assignment hourly rate for any additional time required for attending a due process hearing beyond his/her contracted hours.

~~+8.8~~ **18.9** Special Education Handbook

The District shall make every effort to review and publish a Garvey School District Special Education Handbook annually and make it available to all special education staff.

ARTICLE 19: SHARED TEACHING

19.1 Definition

Job sharing is a plan whereby two (2) unit members voluntarily share the teaching responsibilities of one full-time position.

1 19.2 Eligibility

2
3 A unit member covered by this Agreement

4
5 19.3 Responsibilities

6
7 19.3.1 The unit member shall have been in a permanent, probationary or
8 temporary status with the District. The unit member shall sign a
9 one-year job-sharing agreement in conformance with this program,
10 and agrees to return to full-time status. Job-sharing plans may vary
11 from school to school, but the opportunity for shared teaching
12 should be equally available at all school sites.

13
14 19.3.2 A unit member may participate in this program on year-to-year
15 basis, with approval by the District. The District shall inform the
16 unit member of the rationale for granting or denying the additional
17 year.

18
19 19.3.3 The exact percentage of student contact time each unit member
20 shall work shall be agreed upon by the unit members involved and
21 the principal. Both unit members shall be responsible for
22 cooperative planning time to maintain consistency in curriculum
23 and discipline.

24
25 19.4 Length of Job-Sharing Contract

26
27 The program shall be one (1) year duration.

28
29 19.5 Compensation

30
31 19.5.1 Any reduction in unit member status from full-time will result in a
32 proportionate reduction in his/her salary, benefits, State Teachers
33 Retirement System, and movement on salary schedule. Service
34 rendered under the shared teaching portion of this Article shall
35 accumulate towards credit for one (1) year service and movement
36 on the salary schedule. That is, if a unit member serves fifty (50)
37 percent the second year, the unit member will make one (1) step
38 advancement on the salary schedule the beginning of the third
39 school year.

40
41 19.5.2 The total fringe benefit cost to the District when two (2) unit
42 members are employed in a shared teaching assignment, shall not
43 be greater than if no job sharing existed. The unit members shall
44 be entitled to receive prorated District fringe benefit coverage
45 contributions in the same ratio as his/her service bears to full-time
46 employment, and may purchase remaining insurance at the District
47 group rate.

48
49 19.6 Request Procedures

50

1 19.6.1 Request(s) must be initiated by the unit member(s) to enter shared
2 teaching.

3
4 19.6.2 Job-sharing unit members shall submit a work plan that meets with
5 the approval of the Superintendent or his/her designee, no later
6 than April 1 of the preceding year.

7
8 19.6.3 Applications are subject to final approval by the District.

9
10 **19.7 Conformance to Agreement**

11
12 The plan submitted by the unit members and approved by the District shall
13 be in conformance with all Articles and provisions of this Agreement.

14
15
16 **ARTICLE 20: PEER ASSISTANCE AND REVIEW (PAR)**

17
18 **20.1 Definitions**

19
20 **20.1.1 "Participating Teacher"**

21
22 Any member of the certificated bargaining unit who is covered by
23 the certificated evaluation, Article 12 of the Agreement.

24
25 A unit member who either volunteers or is required by the
26 Agreement to participate in the Program.

27
28 **20.1.2 "Consulting Teacher"**

29
30 An exemplary teacher meeting the requirements of subsection
31 19.4.2.1 who is selected by the Joint Panel to provide Program
32 assistance to a Participating Teacher.

33
34 **20.1.3 "Beginning Teacher"**

35
36 Any unit member having five or fewer years of recent teaching
37 experience, probationary or temporary status, or any District
38 teaching intern participating in a program established according to
39 Education Code Sections 44305, et seq. and 44325, et seq. This
40 Peer Assistance and Review Program is to be closely coordinated
41 with other District programs for training and assistance to
42 beginning teachers.

43
44 **20.1.4 "Voluntary Participating Teacher"**

45
46 A unit member who volunteers to participate in the Peer Assistance
47 and Review Program. The purpose of participation in the Peer
48 Assistance and Review Program for the Volunteer Participating
49 Teacher is for peer assistance only and the Consulting Teacher
50 shall not participate in a performance review of the Volunteer
51 Participating Teacher. The Volunteer Participating Teacher shall

1 remain in the program for one year and may apply for a renewal to
2 the Joint Panel.

3
4 **20.1.5 Referred Participating Teacher” (Participating Teacher With An**
5 **Unsatisfactory Evaluation)**

6
7 A unit member with permanent status, whose most recent
8 performance evaluation contained an overall unsatisfactory
9 evaluation in the areas of:

- 10
11 • Progress of students towards standards (as found in the
12 current summative evaluation items) IF, IG
13 • Instructional Techniques IA, IC, ID
14 • Curriculum Objectives IB, IE, IIA
15 • Suitable Learning Environment IIB, IIC, IIIA, IIIB
16

17 A unit member becomes a Referred Participating Teacher when
18 three of these twelve items noted above are marked unsatisfactory
19 or eight of these twelve items are marked below district standard
20 on the summative evaluation. If a unit member becomes a
21 Referred Participating Teacher, the Referred Participating Teacher
22 is not required to participate in the assistance plan under the
23 evaluation procedures in Article 12.14.5.
24

25 **20.1.6 “Evaluator” (Immediate Supervisor)**

26
27 The certificated administrator appointed by the District to evaluate
28 a certificated teacher.
29

30 **20.2 Purpose**

31
32 **20.2.1 The Peer Assistance and Review Program allows exemplary**
33 **teachers to assist permanent and beginning teachers in the areas of**
34 **subject matter knowledge, teaching strategies, and teaching**
35 **methods.**
36

37 **20.2.2 The extent of the Program’s assistance and review depends on**
38 **whether the participating teacher is a beginning teacher, a**
39 **volunteer permanent teacher, or a permanent teacher who has**
40 **received an overall unsatisfactory evaluation in the areas of**
41 **teaching methods and instruction. The Program’s assistance shall**
42 **be provided through the Consulting Teachers as described in detail**
43 **in Sections 19.14.2 and 19.14.3 of this document. This assistance**
44 **shall not involve the participation in nor the conducting of the**
45 **annual evaluation of certificated unit members as set forth in**
46 **Article 12 of the Agreement and Education Code 44660, et seq.,**
47 **except for making available to the evaluator the results of a**
48 **referred unit member’s participation in the Program.**
49

50 **20.2.3 The Program resources shall be utilized in the following priority:**

1 first, for Referred Participating Teachers with an overall
2 unsatisfactory evaluation; second, for Beginning Teachers; third,
3 for Voluntary Participating Teachers on evaluation cycle; and
4 finally, for other Voluntary Participating Teachers.
5

6 20.3 Program Outline 7

8 20.3.1 Referred Participating Teachers 9

10 A unit member with permanent status who receives an
11 unsatisfactory evaluation as defined in Section 12.14.5.1 of the
12 collective bargaining agreement must participate in this Program.
13

14 20.3.2 The Consulting Teacher and the evaluator are expected to establish 15 a cooperative relationship and shall coordinate and align the 16 assistance provided to the Referred Participating Teacher. 17

18 20.3.2.1 The Evaluator, the Consulting Teacher and the Referred
19 Participating Teacher shall meet and discuss the
20 recommended areas of improvement outlined by the
21 Evaluator and the types of assistance that should be
22 provided by the Consulting Teacher. The Referred
23 Participating Teacher may request an Association
24 representative to be present at the meeting. After meeting,
25 the Consulting Teacher will provide the assistance set forth
26 in Section 19.14.3. The Consulting Teacher's assistance
27 shall focus on the specific areas recommended for
28 improvement by the Participating Teacher's evaluator.
29

30 20.3.2.2 These written recommendations shall be aligned with
31 student learning, clearly stated, and consistent with
32 Education Code Section 44662. These recommendations
33 shall be considered as the performance goals required by
34 Education Code Sections 44664(a) and 44500(b)(2).
35

36 20.3.2.3 A Referred Participating Teacher may select his or her
37 Consulting Teacher from a list of not fewer than three
38 Consulting Teachers provided by the Joint Panel. A
39 different Consulting Teacher may be requested to work
40 with the Referred Participating Teacher at any time during
41 the process when requested to do so by the Referred
42 Participating Teacher or the Consulting Teacher with the
43 approval of the Joint Panel. A change may only take place
44 once per year.
45

46 20.3.2.4 Each Referred Participating Teacher shall receive no fewer
47 than ten hours of assistance per semester from a
48 Consulting Teacher.
49

50 20.3.3 Before April 1, of the first year, the Consulting Teacher shall 51 complete a written report evaluating the teacher's participation

1 in the Program consisting solely of: (1) a description of the
2 assistance provided to the Referred Participating Teacher and
3 (2) observations of the results of the assistance in the targeted
4 areas, (3) a recommendation regarding continued participation
5 in the Program. This report shall be submitted to the Joint
6 Panel, with a copy also submitted to the Referred Participating
7 Teacher and the Evaluator. In subsequent years, the Consulting
8 Teacher shall complete before February 1, of each year, an
9 interim report, and by April 1, of each year, a final report
10 consisting of the same criteria described in this section. These
11 reports shall be submitted to the Joint Panel with a copy
12 submitted to the Referred Participating Teacher and the
13 Evaluator.

14
15 A copy of each Consulting Teacher's report shall be submitted
16 to and discussed with the Referred Participating Teacher to
17 receive his or her input and signature before the report is
18 submitted to the Joint Panel.

19
20 The Referred Participating Teacher's signing of the report does
21 not necessarily mean agreement, but rather that he or she has
22 received a copy of the report. The Referred Participating
23 Teacher shall have the right to submit a written response, within
24 ten (10) working days, and shall have it attached to a copy of
25 the report of the Consulting Teacher. The response shall be
26 submitted to the Joint Panel by the Referred Participating
27 Teacher.

28
29 The Referred Participating Teacher shall have the right to
30 request a meeting with the Joint Panel and to be represented at
31 this meeting by an Association Representative of his or her
32 choice. The Joint Panel shall schedule a meeting with the
33 Referred Participating Teacher within ten (10) working days of
34 receiving a request to meet from the Referred Participating
35 Teacher.

36
37 20.3.3.1 The results of the Referred Participating Teacher's
38 participation in the Program shall be made available as part
39 of the Referred Participating Teacher's annual evaluation.
40 The Evaluator shall have the discretion as to whether and
41 how to use the results in the annual evaluation.

42
43 20.3.3.2 After receiving the April 1st report, the Joint Panel shall
44 determine whether the Referred Participating Teacher will
45 benefit from continued participation in the Program.

46
47 20.3.3.3 The Referred Participating Teacher will continue
48 participating in the Program until the Joint Panel
49 determines the teacher no longer benefits from
50 participation in the Program, or the teacher receives a
51 satisfactory evaluation, or the teacher is separated from the

District, or the Commission on Teacher Credentialing clears the teacher of charges raised by the district. The district has the sole authority to determine whether the Referred Participating Teacher has been able to demonstrate satisfactory improvement.

20.3.3.4 If after a hearing by the Commission on teacher's competence the teacher returns to the district, the teacher is subject to the regular process of evaluation and Peer Assistance and Review Program under Article 19.

20.3.3.5 The Consulting Teacher's report on the participation in the Program, as defined in subsection 19.13.1.3 above may be placed in the personnel file by the Referred Participating Teacher or by the Evaluator if the report is used in the annual evaluation.

20.3.3.6 The Joint Panel will make an annual report to the Governing Board, the Assistant Superintendent of Human Resources and the President of the Association regarding the Program's impact, improvements to be made in the Program, and any recommendations regarding Program participants, including forwarding the names of the Referred Participating Teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.

20.3.4 Beginning Teachers

20.3.4.1 A Consulting Teacher will be assigned to one or more Beginning Teachers under the Beginning Teacher Support Assessment (BTSA) program to provide assistance. The Consulting Teacher shall concentrate the assistance in the area of the California Standards for the Teaching Profession. Beginning Teachers no longer eligible for the BTSA program may request assistance under the Peer Assistance and Review Program.

20.3.4.2 The Consulting Teacher and the Evaluator shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.

20.3.4.3 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program. The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually

1 report to the Governing Board, the Assistant
2 Superintendent of Human Resources and the President of
3 the Association on the overall effectiveness of the Program
4 for Beginning Teachers.
5

6 20.3.5 Voluntary Participating Teachers 7

8 20.3.5.1 Those unit members participating in an assistance plan set
9 forth in Section 12.14.4 and 12.14.5 of the Agreement or
10 any unit member may volunteer to participate in the Peer
11 Assistance and Review Program.
12

13 20.3.5.2 Voluntary Participating Teachers are individuals who
14 wish to grow and learn with the assistance from a peer,
15 or who may be seeking assistance due to a change in
16 assignment or the implementation of new curriculum. The
17 Program for Voluntary Participating Teachers will focus
18 on practical application of certain teaching skills or the
19 acquisition of a new subject matter.
20

21 20.3.5.3 The Voluntary Participating Teacher requests a Consulting
22 Teacher from the Joint Panel. This request shall identify
23 the specific area(s) of assistance needed.
24

25 The Joint Panel determines the availability of Consulting
26 Teachers based on participation in the Program, budget,
27 and other considerations. The Voluntary Participating
28 Teacher may request a specific Consulting Teacher, but the
29 final decision rests with the Joint Panel.
30

31 All communication between the Consulting Teacher and
32 the Volunteer Participating Teachers shall be confidential,
33 and without the written consent of the Volunteer
34 Participating Teacher, shall not be shared with others,
35 including the Site Principal, the Evaluator, or the Joint
36 Panel.
37

38 20.4 Governance and Program Structure 39

40 20.4.1 Joint Panel 41

42 20.4.1.1 The Peer Assistance and Review Program will be
43 administered by a Panel consisting of five members, three
44 certificated classroom teachers selected by the
45 Association, and two administrators appointed by the
46 District. Qualifications for the teacher representatives
47 shall be the same as those for Consulting Teachers as set
48 forth in Section 19.4.2.1. A panel member's term shall
49 be three years, except the first term of the teacher
50 members will be one one-year term, one two-year term,
51 and one three-year term.

1
2 20.4.1.1.1A Beginning Teacher Support Assessment
3 (BTSA) liaison from the Joint Panel shall sit on the
4 BTSA consortium and report back to the Joint
5 Panel.
6

7 20.4.1.2 Four of the five panel members will constitute a quorum
8 for purposes of meeting and conducting business.
9

10
11 20.4.1.2.1 The Joint Panel will make all decisions whenever
12 possible through consensus in the areas of
13 appointments, reports, recommendations to the
14 Governing Board, Program Plan and budget.
15

16 20.4.1.2.2 Failing consensus, decisions will be made by a
17 majority vote of four out of five members.
18

19 20.4.1.2.3 Failing consensus, in the event of a quorum,
20 decision will be made by a majority vote of three
21 out of the four members. One of the three voters in
22 the majority, must be an administrator.
23

24 20.4.1.2.4 The Joint Panel shall establish its own meeting
25 schedule. Teachers who are members of the Joint
26 Panel may be released from their regular duties to
27 attend meetings. If, in carrying out their
28 responsibilities as members of the Joint Panel,
29 teacher members find it necessary to work beyond
30 their workday of seven hours and ten minutes, they
31 shall be compensated at the agreed upon hourly rate
32 of pay established for unit members.
33

34 20.4.1.3 The Joint Panel's primary responsibilities involve
35 establishing the annual Program and budget, and selecting
36 and overseeing the Consulting Teachers. In addition, the
37 Panel is responsible for:
38

- 39 • Submitting to the Governing Board,
40 Assistant Superintendent Human Resources
41 and the President of the Association an
42 annual evaluation of the Program's impact,
43 including recommendations regarding
44 Referred Participating Teachers and if
45 necessary, forwarding names of individuals
46 who, after sustained assistance, are unable
47 to demonstrate satisfactory improvement.
48
- 49 • Sending written notification of participation
50 in the Peer Assistance and Review Program

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to the Referred Participating Teacher, the Consulting Teacher, and the Site Evaluator.

- Making available a list of Consulting Teachers for selection by Referred Participating Teachers.
- Assigning the Consulting Teachers to Voluntary Participating Teachers.
- Reviewing Consulting Teachers' reports on Referred Participating Teachers.
- Assessing the effectiveness of the Consulting Teachers.
- Coordinating with the district to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers.
- Forwarding to the Human Resources Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in section 19.13.1.8 in this document.
- Establishing the Program's internal operating rules and procedures necessary to carry out the requirements of the Education Code and this Article, including a procedure for selecting the Joint Panel's chairperson. The Program's rules and procedures shall be consistent with the provisions of this Agreement.
- Forwarding a copy of the rules and procedures to the President of GEA, the Assistant Superintendent Human Resources, the Director of Curriculum upon adoption of the rules and procedures. The Consulting Teachers and Participating Teachers will be given a copy of the rules and procedures.
- Establishing a procedure and deadlines for application as a Consulting Teacher.
- Coordinating assistance for those unit members who are not classroom teachers.

1 20.4.1.3 The Panel shall use the following procedures for
2 establishing the annual Program plan and budget:
3

- 4 (a) By May 31, of each fiscal year the
5 Panel will establish a Program and
6 budget for the succeeding year,
7 which will include:
8
9 The estimated state revenues for the
10 Program
11
12 The estimated expenditures,
13 involving:
14
15 - Projected number of
16 Participating Teachers
17
18 Projected number of
19 Consulting Teachers
20 needed
21
22 - Release time for the Joint
23 Panel, Consulting
24 Teachers, and Participating
25 Teachers
26
27 - Pay for Panel members, if
28 meeting outside the regular
29 workday, shall be at the
30 current hourly rate
31
32 - Pay for Consulting Teachers
33 (Per item 19.14.2.7)
34
35 - Projected costs for training,
36 administrative overhead, and
37 if necessary, legal and
38 consulting assistance
39
40
41 (b) By June 30, the Program plan/budget
42 will be submitted to the Association
43 President and the Superintendent for
44 approval. If the plan/budget is not
45 approved by both parties, it may be
46 modified by mutual agreement. By
47 July 31, if the parties cannot reach
48 agreement to either approve the
49 plan/budget or to modify it, the
50 plan/budget will be implemented
51 as submitted by the Panel.

20.4.1 Consulting Teachers

20.4.2.1 The qualifications for the Consulting Teacher shall be set forth in the rules and procedures established by the Joint Panel. The rules and procedures shall constitute the following minimum qualifications:

A credentialed classroom teacher with permanent status and at least five years of recent teaching experience with the last three years in the Garvey School District.

Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of state frameworks and commitment to district curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.

Ability to work cooperatively and effectively with other teachers and administrators, demonstrates effective leadership skills, and experience in working on school or district committees.

Service as a full-time classroom teacher during the year of application and each year of service.

20.4.1.2 Consulting Teacher positions shall be posted by the district. Each applicant will be required to submit a completed application. If the applicant successfully passes the paper screening, the Joint Panel shall: (1) schedule up to two classroom visitations to observe directed teaching lessons, (2) have an oral interview with the applicant, (3) make the recommendations which will be forwarded to the Superintendent for Board approval.

20.4.1.3 Consulting Teachers will be trained to offer peer assistance and to understand the specific functions of the Peer Assistance and Review Program.

20.4.1.4 Consulting Teachers will be selected by Referred Participating Teachers from the list of no fewer than three Consulting Teachers by the Joint Panel. The Consulting Teacher of the Referred Participating Teacher may petition the Panel for an assignment change for good reasons. The Referred Participating Teachers shall be allowed only one change per year. Consulting Teachers will be assigned to

1 Beginning Teacher Support Assignment (BTSA) program
2 teachers by the Director of Curriculum as they enter the
3 BTSA program. The Consulting Teachers will be assigned
4 to the Voluntary Participating Teachers by the Joint Panel.
5

6 20.4.1.5 Consulting Teachers shall have the responsibility
7 for no more than two Participating Teachers. Each
8 Referred Participating Teacher shall receive no less than
9 ten hours of assistance per semester from the Consulting
10 Teacher. In extenuating circumstances a Consulting
11 Teacher may have up to three participating teachers for no
12 more than one Peer Assistance and Review Program cycle
13 as determined by the Joint Panel with the consent of the
14 Consulting Teacher.
15

16 20.4.1.6 Terms for Consulting Teacher Positions:
17 Upon completion of each school year as a Consulting
18 Teacher, the unit member's performance shall be reviewed
19 by the Joint Panel. The term may be extended for an
20 additional year, for a maximum of three (3) consecutive
21 school years.
22

23 Upon completion of three (3) consecutive years as a
24 Consulting Teacher, and after a one-year period has
25 elapsed; the unit member may reapply to be a Consulting
26 Teacher.
27

28 20.4.1.7 Compensation for Consulting Teachers:
29 Compensation for Consulting Teachers shall be \$4,000 for
30 a full year based on 160 hours served. Upon completion of
31 each forty (40) hours, $\frac{1}{4}$ of the annual stipend shall be paid.
32 Additional monies will be available for, but not limited to,
33 release time, travel, and conference expenses. For
34 Consulting Teachers who serve less than a full year, the
35 \$4,000 stipend will be prorated based upon the length of
36 time served.
37

- 38 • No unrestricted general funds shall be
- 39 allocated to the Peer Assistance and Review
- 40 Program.
- 41 • The stipend received by the Consulting
- 42 Teachers is intended to be regarded as
- 43 additional pay for additional
- 44 responsibilities, not merit pay.
45

46 20.5.1 Consulting Teachers shall provide assistance to Participating
47 Teachers in the areas of subject matter knowledge, teaching
48 strategies, and teaching methods. This assistance may
49 include, but not be limited to, the following activities:
50

- 1 (a) meeting and consulting with the Evaluator
2 regarding the nature of the assistance needed and to
3 be provided for the Referred Participating Teacher:
4
- 5 (b) meeting with the Referred Participating Teacher to:
6 • discuss the Peer Assistance and Review
7 Program
8 • establish performance goals
9 • develop an assistance plan
10 • establish a mutually agreed upon time frame
11 and timeline to address the areas
12 recommended for improvement
13 • develop a process for determining successful
14 completion of the Peer Assistance and
15 Review Program
16
- 17 (c) monitoring the progress and providing written
18 reports to the Referred Participating Teacher for
19 discussion and review:
20
- 21 (d) providing consultative assistance to improve in the
22 specific areas targeted by the Evaluator or the
23 District Evaluation Standards:
24
- 25 (e) engaging in multiple observations of the
26 Participating Teacher for no fewer than 30 minutes
27 per observation during periods of classroom
28 instruction;
29
- 30 (f) allowing the Participating Teacher to observe the
31 Consulting Teacher and/or other selected teachers:
32
- 33 (g) attending training in specified teaching techniques
34 and/or in designated subject matter:
35
- 36 (h) demonstrating and modeling good instructional and
37 professional practices to the Participating Teacher:
38
- 39 (i) maintaining appropriate records of each
40 Participating Teacher's activities and progress;
41

42 20.5.1 The Consulting Teachers will prepare all written reports as
43 required by Section 19.13.1.3 of this Article.
44

45 20.6.1 Other Provisions
46

47 20.6.2 Functions performed by unit members under this document shall not
48 constitute either management or supervisory functions.
49

50 20.6.3 The District agrees to indemnify, hold harmless, and provide a
51 defense to any Joint Panel member or Consulting Teacher in their

1 role as a participating unit member as other public school employees
2 have pursuant to Div. 3.6 (commencing with Section 810) of Title I
3 of the California Government Code. The District additionally agrees
4 to represent the Association through the District's legal counsel for
5 litigation and proceedings resulting from the Association's
6 participation in the Peer Assistance and Review Program in the event
7 the Association is included in any such actions.

8
9 This indemnification does not include any discriminatory or
10 illegal actions within the scope of the unit member's and/or
11 Association's participation in the Peer Assistance and
12 Review Program.

13
14 20.6.4 Records

15
16 20.6.4.1 All proceedings and materials related to
17 evaluations, reports, and other personnel matters shall be
18 strictly confidential. Therefore, Joint Panel members and
19 Consulting Teachers may disclose such information only as
20 necessary to administer this Article.

21
22 20.6.4.2 All documents for the Peer Assistance and Review
23 Program will be filed by the Human Resources office
24 separately from the individual personnel records, except as
25 set forth in 19.13.1.8 above.

26
27 20.6.5 Members of the bargaining unit who are not classroom
28 teachers are covered by this Article. The Joint Panel shall
29 select the method by which their participation in the Peer
30 Assistance and Review Program takes place.

31
32 20.6.6 Any grievance related to this Article shall be limited to a
33 claim that the above procedures have been violated or
34 unreasonably applied.

35
36 20.6.7 No unit member shall be required to substitute for any
37 participant in the Peer Assistance and Review Program who
38 is released from his or her regular classroom assignment to
39 observe or be observed as part of the Peer Assistance and
40 Review Program. This shall not apply to the Joint Panel's
41 selection process for Consulting Teachers.

42
43 If no subs are available, Peer Assistance and Review
44 Program observations will be cancelled for the day.

45
46
47
48 **ARTICLE 21: DISCIPLINE PROCEDURE**

49
50 21.1 This Article is pursuant to Section 3543.2(b) of the Government Code.
51 This Article does not include the termination of any permanent or

1 probationary unit member. nor does it include the implementation of
2 Section 44939, 44940, 44942 of the Education Code, nor any amendments
3 to those Sections, nor to any successor laws to those Sections.
4

5 21.2 Unit members shall not be disciplined except for just cause. All
6 disciplinary action by the District shall be corrective and progressive,
7 rather than punitive. Unit members shall not be subject to disparate
8 treatment in the enforcement of the disciplinary procedures under this
9 article. The discipline imposed shall be reasonably related to
10 the seriousness of the misconduct; and/or shall be reasonable in light of
11 the number and frequency of prior incidents of misconduct by the unit
12 member.
13

14 21.3 Disciplinary action shall consist of the following:

15
16 21.3.1 A verbal warning shall first be given a unit member prior to any
17 other disciplinary action.
18

19 21.3.2 Written warnings may be given to any unit member who has first
20 received at least one verbal warning about a similar and separate
21 action or infraction within the preceding eighteen (18) months.
22 Any such warning shall be based upon verified data. Written
23 warnings shall not be placed in the unit member's personnel file at
24 the District Office, and shall be destroyed if no similar infraction
25 occurs within eighteen (18) months.
26

27 21.3.3 Written reprimands may be given to any unit member who has
28 received at least one (1) previous written warning about a similar
29 and separate action or infraction within the preceding twelve (12)
30 months. Any such reprimand shall be based upon verifiable data.
31 A copy of any reprimand shall be placed in the unit member's
32 personnel file in accordance with the provisions of Education Code
33 Section 44031.
34

35 21.3.4 Unit members may be suspended by the Superintendent, or his/her
36 designee, with or without pay, for a period of up to, but not to
37 exceed, five (5) days, if the unit member has first received a
38 written reprimand about a similar and separate action or infraction
39 within the preceding twelve (12) months, or for actions covered
40 under Article 20.4, within the preceding thirty-six (36) months .
41 The number of days of suspension imposed shall be reasonably
42 related to the seriousness of the misconduct, or shall be reasonable
43 in light of the number and frequency of prior incidents of
44 misconduct by the unit member. Any such suspension shall be
45 based upon verifiable data. A copy of all suspension orders shall
46 be given to the Association; and, placed in the unit member's
47 personnel file.
48

49 21.3.5 Suspensions, with or without pay, shall not reduce or deprive the
50 unit member of seniority or of other rights or any fringe benefits.
51 Suspensions shall not be carried over from one school year to the

next. Prior to any suspensions, the Superintendent, or his/her designee, shall give written notice to the unit member informing the unit member of the specific act or omission upon which suspension is based, cause for action, specific action to be taken and the right of the unit member to pre-disciplinary hearing with the Superintendent or his/her designee.

- 21.4 For incidents of misconduct of a serious nature impacting on the **physical** health and welfare of students, discipline may commence with Paragraph ~~20.3.3~~ **21.3.3** (written reprimands), without first having to implement paragraphs ~~20.3.1~~ **21.3.1** and ~~20.3.2~~ **21.3.2**
- 21.5 No unit member shall receive more than one (1) penalty for any single action or infraction. No unit member shall be disciplined in a manner other than that contained in Section 20.3 without their consent.
- 21.6 Whenever a unit member is given notice of any disciplinary action, he/she shall be given concurrent notice of his/her right to appeal the decision by utilization of Article 14 (Grievance Procedure); and, the right to be represented by the Association.
- 21.7 If a grievance is filed by a unit member related to an alleged infraction, then all disciplinary actions proposed by the District shall be stayed pending a final decision on the grievance.
- 21.8 If, after having been disciplined (other than a verbal warning), a unit member serves the District for twelve (12) months without the need for further disciplinary action, he/she and the Association shall be given a follow-up notice to that effect, which shall be attached to any original notice that may have been placed in the unit member's personnel file.
- 21.9 All information and proceedings regarding any of the above actions or proposed actions shall be kept confidential.
- 21.10 Any disputes arising out of this section shall be subject to the Grievance Procedure.
- 21.11 Sexual Harassment
- 20.11.1 Sexual Harassment is defined as requests for sexual favors and/or unwelcome sexual advances or physical conduct initiated by a unit member. Examples of conduct that are prohibited in the district and that may constitute sexual harassment include but are not limited to:
- a) Unwanted sexual advances
 - b) Offering employment benefits in exchange for sexual favors.
 - c) Making or threatening reprisals after a negative response to a sexual advance.
 - d) Visual conduct: Leering, making sexual gestures, displaying of sexually suggestive objects, pictures, cartoons, or posters.
 - e) Verbal conduct: Making or using derogatory comments, epithets, slurs, and jokes or stories of a sexual nature.

- f) Verbal sexual advances, propositions, or spreading sexual rumors.
- g) Verbal abuse of sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations.
- h) Physical conduct: Touching, assaulting, impeding or blocking movements.

20.11.2 Timeline: The timeline for sexual harassment in this section shall be thirty-six (36) months instead of twelve (12) months:

ARTICLE 22: PUBLIC CHARGES

- 22.1 When a complaint filed by a member of the school community (including District-enrolled students) might result in discipline, the affected unit member has the right to be represented at all stages of the proceedings: the right to be informed of the facts upon which the complaint is based: and the right to meet with the complainant in the company of the appropriate administrator to discuss the complaint.
- 22.2 When a complaint filed by a member of the school community (including District-enrolled students) is about to result in discipline, the affected unit member has the right to receive a written statement of the charge: the right to file a written response to the charge (which shall be included in his/her personnel file if appropriate): and the right to have a hearing on the matter conducted by the District within the meaning of Title V 16023(c) (1) (C).
- 22.3 Should a unit member be reported, investigated, or legally charged with child abuse, the District shall notify the unit member of such action, unless prohibited by law. The District shall comply with the Education Code with respect to the employment of said unit member during the period of such charge or investigation. The District shall respect, insofar as possible, the confidentiality of all information.
- 22.4 No reference or documentation of said report, charge or investigation shall be placed in the unit member's personnel file.

ARTICLE 23: SAFETY AND PROTECTION OF UNIT MEMBERS

23.1 Safe Working Conditions

- 23.1.1 Bargaining unit members shall not be required to work in unsafe conditions, or to perform tasks that endanger their health, safety or well-

1 being, as stated by the Department of Public Health, Cal/OSHA or OSHA
2 and the District's Injury and Illness Prevention Program (IIPP).

3
4 23.1.2 Bargaining unit members shall not be directed to perform tasks that
5 endanger their health, safety or well-being.

6
7 23.1.3 Unit members who discover potential safety problems at their work
8 site shall immediately report the problem to the appropriate administrator.
9 Administration shall respond to the employee(s) within 5 working days,
10 stating what has been done to make the conditions safe, or if no actions
11 have been taken, the reasons why. Employees Unit members may be
12 required to do alternate work (within their job description) or work under
13 modified conditions, as directed until conditions are made safe for the
14 completion of the original assignments.

15
16 23.1.4 The District shall conform to and comply with all health, safety and
17 sanitation requirements imposed by local, state, or federal law or
18 regulations adopted under local, state or federal law.

19
20 23.1.5 Each school site shall appoint one GEA representative from
21 the School Site Council or the Site Safety Committee (if
22 responsibility for developing the comprehensive safety plan has
23 been delegated by the School Site Council) to the District Safety
24 Committee established to implement an injury prevention program
25 for district safety, emergency and disaster preparedness. The
26 representative shall be chosen by unit members assigned to the site
27 via election or consensus.

28
29 23.1.6 Each worksite shall have a Site Safety Committee. The School
30 Site Council may serve as the Site Safety Committee or delegate
31 responsibility to the school safety planning committee in compliance
32 with the membership requirements set forth in Education Code Section
33 32281. The Site Safety Committee shall be responsible for developing
34 and writing a comprehensive school safety plan, pursuant to Education
35 Code 32280 et seq. The committee shall develop and annually review its
36 discipline, site safety, and emergency preparedness plan. The plans shall
37 be delivered (electronically) to employees on the site on an annual basis.
38 The District Safety Committee shall provide each worksite with general
39 procedures for safety with the site committee overseeing unique site
40 issues. The committee shall make the District aware of any unaddressed
41 safety issues.

42
43 23.1.7 The District shall provide each classroom and major work area
44 with first aid kits containing rubber gloves, basic first aid supplies,
45 emergency toileting supplies and other items which may be unique to a
46 specific work location.

47
48 23.1.8 The District shall keep all school grounds and facilities free of
49 unwanted rodents, pests, and insects such as ants, roaches and fleas. If
50 insecticides or poisons are used, the District shall notify unit members
51 of the names of the chemicals used at least 24 hours, while school is in

1 session, in advance of their use. The District shall only apply them
2 when unit members and pupils are not present, allowing sufficient
3 time for toxic effects to wear off before humans re-enter the affected
4 area.
5
6

7 23.2 Emergencies/Disasters 8

9 23.2.1 In the event of an emergency closure of District facilities by a
10 governmental agency outside the District, including but not limited to
11 natural disaster, quarantine, or government order, unit members shall
12 receive compensation in accordance with state and county regulations. In
13 the event of an emergency closure of District facilities by the District, unit
14 members shall receive their daily rate of pay and benefits. - If make-up
15 days are required by law, the District shall negotiate said days with the
16 Association.
17

18 23.2.2 In the event of a general emergency or disaster during the normal
19 workday, unit members shall be expected to remain at their respective sites
20 until given other instructions by the site administrator or his/her designee.
21 The site administrator shall make a reasonable effort to meet the needs of
22 unit members with respect to their families. If unit member assistance is
23 required beyond the workday, unit members shall be released for a
24 reasonable time, on a rotating basis, to attend to family needs. If required to
25 return to their work site, the unit member may be accompanied by family
26 members for the duration of the emergency.
27
28

29 23.3 Pupil Suspension by Teacher 30 31

32 23.3.1 A bargaining unit member may suspend a pupil from her/his class
33 for the day of the suspension and the day following any act enumerated
34 in Education Code Section 48900, in accordance with Education Code
35 Section 48910. The official District form for "Suspension by Teacher"
36 will be readily available in the school site office.
37

38 23.3.2 The unit member shall immediately report the suspension
39 to the site administrator (or designee) and send the pupil to the
40 administrator (or designee) for appropriate action.
41

42 23.3.3 The bargaining member shall ask the parent or guardian of the pupil
43 to attend a parent-teacher conference regarding the suspension, pursuant to
44 EC48910. A school administrator shall attend the conference if the teacher
45 or the parent or guardian so requests.
46

47 23.3.4 The pupil shall not be returned to the bargaining unit member's
48 class during the period of suspension without the bargaining member's
49 agreement.
50

1 23.3.5 The pupil shall not be placed in another regular class during the
2 period of suspension. If the pupil is assigned to more than one class per
3 day, this section shall apply only to classes scheduled during the same
4 time as the class from which the pupil was suspended.
5

6
7 23.4 Assault on a Unit Member
8

9 23.4.1 The District shall make a reasonable effort to provide for the
10 safety of unit members. The District and Association agree to comply
11 with all applicable requirements of the Education Code related to safety,
12 including Education Code sections 44014 [report of assault or threats by
13 pupil against school employee], and Education Code section 49079
14 [notification to teacher of pupils whose actions are grounds for
15 suspension or expulsion].. Alleged violations of such Education Code
16 provisions shall ~~not~~ be subject to the Grievance Procedure set forth in
17 Article 14 of this Agreement.
18

19 23.4.2 Upon reasonable request of the unit member, the District may
20 pursue legal action against a pupil or pupil's parent or guardian if a unit
21 member's person or property is injured or damaged by the willful
22 misconduct of the pupil which occurs during the course and scope of
23 employment in accordance with Education Code Section 48905.
24

25 23.4.3 The District shall provide appropriate support, which may include
26 legal and other assistance, to unit members who are assaulted while in
27 performance of their duties.
28

29
30 23.5 Physical and Emotional Safety
31

32
33 23.5.1 The District shall provide a safe workplace that protects unit
34 members from physical and emotional violence, sexual harassment, and
35 other abuse.
36

37 23.5.2 This provision does not waive a unit member's right to other
38 recourse through administrative agencies or courts.
39

40
41
42 **ARTICLE 24: SITE-BASED DECISION MAKING (SBDM)**
43

44 24.1 The parties agree that dialogue continue toward the mutual understanding
45 and development of working relationships prior to agreement and
46 implementation of site-based decision making in the District.
47
48
49

1 **ARTICLE 25: MANAGEMENT RIGHTS**

2
3 25.1 The District retains all statutory and constitutional rights and powers
4 which it has not agreed to limit in this Agreement.
5
6
7

8 **ARTICLE 26: CONCERTED ACTIVITIES**

9
10 26.1 The Association agrees not to strike, slowdown or otherwise disrupt the
11 normal educational activities of the District during the term of this
12 Agreement.
13

14 **ARTICLE 27: NEGOTIATIONS TIME LINE**

15
16 27.1 The parties agree that the Association shall submit its initial proposals no
17 later than the second Board of Education meeting in February and that the
18 parties shall begin meeting and negotiating no later than twenty calendar
19 days following the second Board of Education meeting in June.
20
21
22

23 **ARTICLE 28: OMISSIONS AND ERRORS**

24
25 28.1 This document, while negotiated and made ready for print in good faith by
26 both parties, may contain omissions and errors. It is the intent of both
27 parties to jointly rectify said omissions and errors within ninety (90) days
28 of the ratification of this current Agreement. This time line may be
29 extended by mutual agreement.
30
31
32
33

34 **ARTICLE 29: EFFECT OF AGREEMENT**

35
36 29.1 It is understood and agreed by the District and the Association that the
37 specific provisions in this Agreement shall prevail over District practices
38 and procedures and over State law to the extent permitted by State law.
39
40
41

42 **ARTICLE 30: SAVINGS PROVISION**

43
44 30.1 If any of the provisions of this Agreement are held to be contrary to law
45 by a court of competent jurisdiction, such provisions will not be deemed
46 valid except to the extent permitted by law; however, all other
47 provisions will continue in full force and effect.
48

1
2
3 **ARTICLE 31: YEAR ROUND EDUCATION**
4

5 **31.1 Year Round Education -Multiple Track (YRE M/T)**
6

7 31.1.1 The District and Association agree that the following terms and
8 conditions of employment shall prevail for the duration of this
9 Agreement, for the members of the bargaining unit assigned to
10 YRE M/T
11

12 31.1.1.1 All YRE M/T schools shall commence their school
13 year on the same calendar day.
14

15 31.1.1.2 For YRE M/T schools, there shall be 177 days for
16 instruction. There shall be 178 work days for teachers,
17 pursuant to Article 4 (Work Year) of the Agreement. See
18 Appendix C2
19

20 31.1.1.3 Instructional minutes for YRE M/T shall be no less than:
21

22 K 206 minutes per day; 36,000 minutes per
23 1-3 289 minutes per day; 50,400 minutes per year
24 4-6 310 minutes per day; 54,000 minutes per year
25

26 31.1.1.4 Article 5 (Duty Hours) is modified for YRE M/T teachers
27 to reflect duty hours equal to the total of minutes per year
28 as in the traditional schools.
29

30 31.1.1.5 Every reasonable alternative will be considered to avoid
31 roving/rotating unit members. These alternatives may
32 include, but not be limited to, such alternatives as twelve-
33 month unit members, boundary changes, maximum
34 enrollment and transportation. Roving/rotating
35 assignments shall be voluntary and not be given without
36 the mutual consent of the unit members directly involved.
37 Should there be no volunteer for the roving/rotating
38 assignment in any given year, the selection of the unit
39 member to fill this position shall be predicated upon
40 seniority, beginning with the least senior unit member,
41 exempting first year teachers; and thereafter, rotated on a
42 year-to-year basis to the extent that such rotation is
43 practicable. The District shall provide assistance in
44 moving materials to any new work locations. Adequate
45 storage shall be provided for roving/rotating unit
46 members. Special consideration shall be made to avoid
47 roving/rotating unit members in kindergarten through
48 first grade (K-1) settings. The roving/rotating unit
49 member is free of yard duty, not responsible for room
50 environment; and shall serve in this capacity for no more
51 than one (1) year.

- 31.1.1.6 Intersession teaching assignments shall be voluntary and not given without the mutual consent of the unit member(s) directly involved. Intersession teaching assignments shall be filled by members of the bargaining unit, and shall be compensated at 5/7 of appropriate Step and Column. District to pickup 5/7 of unit member's fringe benefits. Said YRE M/T intersession teaching assignments shall be for no more than 183 days per year: additional days to be on a voluntary basis and compensated at Certificated hourly rate. The District and the Association agree that unit members assigned to YRE M/T intersession positions shall qualify for salary schedule step advance provisions pursuant to Article 6: Salary. The District shall provide assistance in moving materials to any new work location. Adequate storage shall be provided for intersession teachers. The intersession program will be operated under the direct supervision of a certificated intersession teacher who will be assisted by instructional assistants so that the adult/student ratio will approximate 1:15.
- 31.1.1.7 Support staff personnel in year-round programs shall be at the level of service no less than what is offered in the traditional program. A support staff's annual assignment shall be by mutual consent (as a normal procedure) and shall be in conformance with State law.
- 31.1.1.8 Unit members shall be eligible for unpaid leave of absence for up to one session of track assignment, without losing their track assignment, as provided for in Article 11: Leaves.
- 31.1.1.9 A unit member may have the flexibility to extend his/her intersession by providing for coverage with another YRE M/T unit member. This should be verified in writing by the unit member and approved or disapproved by the site administrator within five (5) working days from date of receipt. This time limit may be extended by mutual agreement. Written justification of a denial shall be given to the unit member by the site administrator.
- 31.1.1.10 A unit member may have flexibility in adjusting his/her track assignment by providing for coverage with another year-round unit member. This should be verified in writing by the unit member and approved or disapproved by the site administrator within five (5) working days from date of receipt. This time limit may be extended by mutual agreement. Written justification of a denial shall be given to the unit member by the site administrator.

1 31.1.1.11 The substitute bank for YRE M/T schools shall be
2 comprised of unit members currently employed on a full-
3 time basis, and substitute teachers. Priority for the
4 substitute assignments shall first be given to full-time
5 teachers. Off-track teachers from YRE M/T schools shall
6 be given priority to substitute in other schools in the
7 District.
8
9 Teachers substituting pursuant to this Agreement shall be
10 paid at the District substitute rate of pay.
11
12 Unit members who wish to substitute in YRE M/T schools
13 (or in traditional schools) shall annually notify the Human
14 Resources Office, in writing.
15
16 31.1.1.12 Class size, except for intersession/summer school,
17 shall conform to Article 17: Class Size.
18
19 31.1.1.13 Evaluation procedure shall conform to those of all
20 other unit members.
21
22 31.1.1.14 Leaves shall conform to Article 11: Leaves.
23
24 **31.2 Year Round Education -- Single Track (YRE S/T)**
25
26 31.2.1 The District and the Association agree that the following terms and
27 conditions of employment shall prevail for the duration of this
28 Agreement, for the members of the bargaining unit assigned to the
29 YRE S/T school:
30
31 31.2.1.1 All YRE S/T schools shall commence their school year
32 on the same calendar day.
33
34 31.2.1.2 For the YRE S/T schools, there shall be 182 days for
35 instruction. There shall be 183 work days for teachers,
36 pursuant to Article 4 (Work Year) of the Agreement.
37 See Appendix C2.
38
39 31.2.1.3 Instructional minutes for YRE S/T shall be no less than:
40
41 K 201 minutes per day; 36,000 minutes per year
42 1-3 281 minutes per day; 50,400 minutes per year
43 4-6 301 minutes per day; 54,000 minutes per year
44
45 31.2.1.4 Article 5 (Duty Hours) is modified for YRE S/T teachers
46 to reflect duty hours equal to the total amount of minutes
47 per year as in traditional schools.
48
49 31.2.1.5 Support staff personnel in YRE S/T schools shall be at a
50 level of service no less than what is offered in the
51 traditional program.

31.2.1.6 The substitute bank for YRE S/T schools shall be comprised of unit members currently employed on a full-time basis, and substitute teachers. Priority for the substitute assignments shall first be given to full-time teachers. Off-track teachers shall be given priority to substitute in traditional schools in the District.

Teachers substituting pursuant to this Agreement shall be paid at the District substitute rate of pay. Unit members who wish to substitute in YRE S/T schools (or in traditional schools) shall annually notify the Human Resources Office, in writing.

31.2.1.7 Class size, except for intersession/summer school shall conform to Article 17: Class Size.

31.2.1.8 Evaluation procedures shall conform to those of all other unit members.

31.2.1.9 Leaves shall conform to Article 11: Leaves.

ARTICLE 32: TERM

ARTICLE 32: TERM:

32.1 The term of the agreement shall be for three (3) years, effective July 1, 2023 – June 30, 2026.

In the 2025-2026 year, the District and Association shall have the following items open.

Salary

Fringe

Calendar

Up to three (3) articles chosen by each side.

The parties agree to begin bargaining for the 2025-2026 year in the Spring of 2025.

APPENDIX A

POSITIONS INCLUDED

Adaptive Physical Education Teacher
Classroom Teacher
District Librarian/Media Teacher
Program Facilitator
Resource Teacher
Resource Teacher/Academic Coach
District Resource Teacher
School Counselor
School Nurse
School Psychologist
Speech and Language Pathologist
Teacher on Special Assignment

POSITIONS EXCLUDED

Superintendent
Deputy Superintendent
Assistant Superintendent
Director
Principal
Coordinator
Supervisor
Assistant Principal
Specialist
Day-to-day Substitute

APPENDIX B, B1 AND B2

THE FOLLOWING CERTIFICATED SALARY SCHEDULES WILL BE USED FOR:

SALARY SCHEDULE A & I (SEE APPENDIX B)

This salary schedule used for traditional year (10 month employees): Adaptive Physical Education Teacher, Classroom Teacher, District Librarian/Media Teacher, Program Facilitator, Resource Teacher, Resource Teacher/Academic Coach, School Counselor, School Nurse, Speech and Language Pathologist, Teacher on Special Assignment.

SALARY SCHEDULE Y (SEE APPENDIX B-1) (This salary schedule is currently not in use)

This salary schedule was used for unit members on year-round work schedules.

SALARY SCHEDULE U & V (SEE APPENDIX B-2)

This salary schedule used for school psychologists (198 days, Schedule A x 1.15).

CREDIT FOR EXPERIENCE:

See Article 6, Section 6.1.2.

ANNIVERSARY INCREMENTS:

See Article 6, Section 6.5.

CLASSIFICATION DEFINITIONS:

- I Bachelors Degree
- II B.A. Degree + 15 semester units (23 quarter units).
Ten (10) semester units (15 quarter units) must carry graduate credit; remainder may be upper division work.
- III B.A. Degree + 30 semester units (45 quarter units). Twenty (20) semester units (30 quarter units) must carry graduate credit; remainder may be upper division work.
- IV B.A. Degree + 45 semester units (68 quarter units). Thirty (30) semester units (45 quarter units) must carry graduate credit; remainder may be upper division work.
- V B.A. Degree + 60 semester units (90 quarter units). Forty (40) semester units (60 quarter units) must carry graduate credit; remainder may be upper division work.

MASTER'S DEGREE:

To carry an annual stipend of 7% of Step 1, Column I (Base Salary).

DOCTORATE:

To carry an annual stipend of 7% of Step 1, Column I (Base Salary).

APPENDIX C, C1, and C2

SCHOOL CALENDARS

Appendix C = Traditional School Year Calendar

Refer to current school calendar (as negotiated each year by the District, the Association, and CSEA) for academic quarters; student-free days; opening and closing days; report card/parent conference days; and observed holidays.

Winter break shall begin the Friday before Christmas Eve and shall be for duration of approximately 2 weeks.

Spring recess shall be taken the week following the end of the third academic quarter.

Appendix C1 = Psychologists School Year Calendar

Refer to current traditional calendar (as negotiated each year by the District, the Association, and CSEA) for academic quarters, student-free days; opening and closing days; report card/parent conference days; and observed holidays. A psychologist will work a total of 198 days a year.

Winter break shall begin the Friday before Christmas Eve and shall be for duration of approximately 2 weeks.

Appendix C2 – Year Round Calendar

Currently this calendar is non applicable.

APPENDIX D

RETIREMENT OPTION FORMS

Included in Appendix D attachments are retirement option forms for the following:

- A) Half-Time Teaching
- B) Ancillary Services Contract
- C) District Incentive Plan

GARVEY SCHOOL DISTRICT
Rosemead, California

**CERTIFICATED RETIREMENT AGREEMENT
HALF-TIME TEACHING WITH FULL RETIREMENT PLAN
(REDUCED WORKLOAD SERVICES)**

THIS AGREEMENT, made and entered into this _____ day of _____
2014 by and between the GARVEY SCHOOL DISTRICT OF LOS ANGELES
COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and
_____, hereinafter referred to as EMPLOYEE.

WHEREAS, EMPLOYEE is interested in Half-Time Teaching with Full Retirement
Plan benefits; and

WHEREAS, DISTRICT wishes to provide Half-Time Teaching with Full Retirement
Plan benefits to its Certificated employees who have reached the age of fifty-five
(55) prior to reduced services employment. The unit member must have been
employed full-time in a position requiring certification, for at least ten (10) years
of which the immediately preceding five (5) years were full-time employment.

The period of such reduced services shall not exceed five (5) years. A Reduced
services unit member may be returned to full-time employment only with the
mutual consent of the unit member and the Board of Education.

Section I: Pre-Retirement

NOW, THEREFORE, BE IT AGREED as follows:

1. EMPLOYEE agrees to retire from DISTRICT'S employment no later than
_____, unless returned to full-time service by mutual agreement.
2. A unit member shall be paid a salary which is the prorata share of the salary
that would have been earned had the unit member not elected to exercise the
option of reduced services employment. The unit member's retirement
contribution, paid by both the District and the unit member, shall be the same
as if the unit member taught full-time.
3. The district shall pay the premium for health/fringe benefits at the same rate
that is provided full-time unit members consistent with Article 8 of the
collective bargaining agreement.

Section II: Post-Retirement

In consideration of services rendered to DISTRICT by EMPLOYEE, and
EMPLOYEE'S retirement under the DISTRICT'S Half-Time Teaching with Full
Retirement Credit Plan, incorporated by reference herein as though fully set forth,
DISTRICT agrees to provide employee with the following benefits:

1. Under the DISTRICT medical coverage health benefits equal to, but not to
exceed, the cost of the premium for the least expensive health plan to age
sixty-five (65).
 - a. All health benefits under this agreement shall be governed by the
agreement between carriers and DISTRICT.
 - b. Any additional premium costs or premiums for additional coverage shall
be the Retiree's sole responsibility.
 - c. Effective January 1, 2004, the District shall pay the sum of \$32.20 per
month provided the retiree chooses a health plan offered by the District.
Effective January 1, 2005, the District contribution will change to \$48.40
per month. Effective January 1, 2006, the District contribution will

- 1 change to \$64.60 per month. In order to receive this benefit, the retiree
2 must be enrolled in a health plan offered by the District.
3
4 d. Dental/Vision and Life Insurance coverage provided by the District to age
5 sixty-five (65).
6

7 The EMPLOYEE hereby elects the following medical and fringe benefit coverage:
8

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

- 9
10 2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone
11 number at which EMPLOYEE may be contacted.
12
13 3. This agreement may not be amended without the written consent of both
14 parties. This agreement is the sole agreement between DISTRICT and
15 EMPLOYEE and the parties expressly acknowledge no other written or oral
16 representations or agreement between the parties regarding retirement. The
17 parties further acknowledge representation by anyone else shall not have any
18 force or effect without written approval of both parties.
19
20 4. EMPLOYEE shall assume the risk and be solely responsible for the payment
21 of any taxes, interest, penalties, or valid withholdings on the sums referred to
22 in this agreement. DISTRICT shall not be obligated to reimburse EMPLOYEE
23 for any such taxes, nor shall any such assessment against EMPLOYEE
24 constitute a breach of this agreement. DISTRICT has no responsibility to
25 advise EMPLOYEE regarding the tax consequences of participation in any part
26 of this agreement and is encouraged to consult with a tax advisor prior to
27 participation in this agreement.
28

29 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month
30 and year first above written.

31
32 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first
33 above written.

34 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first
35 above written.

36
37 GARVEY SCHOOL DISTRICT _____ DATE _____
38 (FOR DISTRICT)

39
40 OF LOS ANGELES COUNTY, CALIFORNIA
41

42
43 EMPLOYEE'S SIGNATURE _____ DATE _____
44 Board approved: May 31, 2018
45 Revised: December 21, 2018

46 GARVEY SCHOOL DISTRICT
47 Rosemead, California
48

**CERTIFICATED RETIREMENT AGREEMENT
ANCILLARY SERVICES PLAN**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the GARVEY SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and _____, hereinafter referred to as EMPLOYEE.

WHEREAS, EMPLOYEE is interested in Ancillary Services Plan benefits; and

WHEREAS, DISTRICT wishes to provide Ancillary Services benefits to its Certificated employee who has reached the age of fifty (50) and has rendered a minimum of ten (10) years service to the District. The unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.

Length of contract for services shall be for a period of two (2) years. A participant will serve twenty (20) days per fiscal year in services mutually agreed upon by the unit member and the District. Termination of the contract prior to completion of the two (2) years shall be my mutual agreement. This contract may be extended for up to a total of five (5) years upon mutual agreement of participant and District.

NOW, THEREFORE, BE IT AGREED as follows:

EMPLOYEE agrees to retire from DISTRICT'S employment by _____

Section I: Benefits Available During The Ancillary Services Contract

1. In consideration for services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE'S retirement under the DISTRICT'S Ancillary Services Retirement Plan, incorporated by reference herein as though fully set forth, DISTRICT agrees to provide employee with the following benefits:
 - a. A contract for a period of two (2) years, at twenty (20) work days per year at a compensation rate that is equivalent to the member's per diem rate based on his/her salary schedule placement.
 - b. Unit members entering the plan are to be afforded a mutually agreed upon description of specific duties and specified amount of duty time refined into calendrical dates and hours.
 - c. The District shall pay the premium for health/fringe benefits at the same rate that is provided full-time unit members consistent with Article 8 of the collective bargaining agreement.
 - d. The benefits listed above shall change each year at an amount equivalent to the change in salaries and fringe benefits granted full-time members.

The DISTRICT and EMPLOYEE hereby agree to the following work schedule:

Section II: Benefits Available Upon Completion of Ancillary Services Contract

1. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
 - a. Any additional premium costs or premiums for additional coverage shall be the Retiree's sole responsibility.

- b. Effective January 1, 2010, the District shall pay the sum of \$106.00 per month provided the retiree chooses a health plan offered by the District. In order to receive this benefit, the retiree must be enrolled in a health plan offered by the District.
- c. If the retiree retires prior to his/her 60th birthday, Dental/Vision care provided by the District to age 65. If the retiree retired after his/her 60th birthday, Dental/Vision care provided for five (5) years after the date of retirement.
- d. UNUM Life coverage, to age sixty-five (65) provided by the District.

The EMPLOYEE hereby elects the following medical and fringe benefit coverage:

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted.
3. This agreement may not be amended without the written consent of both parties. This agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge no other written or oral representations or agreement between the parties regarding retirement. The parties further acknowledge representation by anyone else shall not have any force or effect without written approval of both parties.
4. EMPLOYEE shall assume the risk and be solely responsible for the payment of any taxes, interest, penalties, or valid withholdings on the sums referred to in this agreement. DISTRICT shall not be obligated to reimburse EMPLOYEE for any such taxes, nor shall any such assessment against EMPLOYEE constitute a breach of this agreement. DISTRICT has no responsibility to advise EMPLOYEE regarding the tax consequences of participation in any part of this agreement and is encouraged to consult with a tax advisor prior to participation in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first above written.

GARVEY SCHOOL DISTRICT _____ DATE _____
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA

EMPLOYEE'S SIGNATURE DATE _____

Board approved: May 31, 2018
Revised: December 21, 2018

GARVEY SCHOOL DISTRICT
Rosemead, California

**CERTIFICATED RETIREMENT AGREEMENT
INCENTIVE PLAN**

THIS AGREEMENT, made and entered into this _____ day of _____
_____, 2020, by and between the GARVEY SCHOOL DISTRICT of LOS ANGELES
COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and
_____ hereinafter referred to as EMPLOYEE.

WHEREAS, EMPLOYEE is interested in the Retirement Incentive plan benefits;
and

WHEREAS, DISTRICT wishes to provide Incentive Retirement benefits to its
Certificated employees age fifty-five (55) and over who have fifteen (15) or more
years of service with the District.

NOW, THEREFORE, BE IT AGREED as follows:

1. EMPLOYEE agrees to retire from DISTRICT'S employment by _____.
2. In consideration of services rendered to DISTRICT by EMPLOYEE, and
EMPLOYEE'S retirement under the DISTRICT'S Retirement Incentive Plan,
incorporated by reference herein as though fully set forth, DISTRICT
agrees to provide employee with the following benefits:
 - a. \$10,000 for the first fifteen (15) years of service.
 - b. \$500.00 for each additional year of service beyond year fifteen (15).
 - c. Retiree may choose from other health plans offered by the District,
but shall pay the difference between least expensive health plan
and the plan selected. Under the DISTRICT medical coverage
health benefits equal to, but not to exceed, the cost of the premium
for the least expensive health plan to age sixty-five (65).
 - d. If the retiree retires prior to his/her 60th birthday, Dental/Vision
care provided by the District to age 65. If the retiree retired after
his/her 60th birthday, Dental/Vision care provided for five (5)
years after the date of retirement.
 - e. UNUM Life coverage, to age sixty-five (65) provided by the District.

The EMPLOYEE hereby elects the following medical and fringe benefit
coverage:

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

4. EMPLOYEE shall keep DISTRICT advised as to the address and telephone
number at which EMPLOYEE may be contacted.
5. This agreement may not be amended without the written consent of both
parties. This agreement is the sole agreement between DISTRICT and
EMPLOYEE and the parties expressly acknowledge no other written or oral

1 representations or agreement between the parties regarding retirement.
2 The parties further acknowledge representation by anyone else shall not
3 have any force or effect without written approval of both parties.
4

5 6. EMPLOYEE shall assume the risk and be solely responsible for the
6 payment of any taxes, interest, penalties, or valid withholdings on the
7 sums referred to in this agreement. DISTRICT shall not be obligated to
8 reimburse EMPLOYEE for any such taxes, nor shall any such assessment
9 against EMPLOYEE constitute a breach of this agreement. DISTRICT has
10 no responsibility to advise EMPLOYEE regarding the tax consequences of
11 participation in any part of this agreement and is encouraged to consult
12 with a tax advisor prior to participation in this agreement.
13

14 7. DISTRICT agrees to provide Health and Welfare Benefits in accordance
15 with the contract agreed to be the Garvey Education Association (GEA).
16

17 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first
18 above written.
19

20
21 GARVEY SCHOOL DISTRICT: _____
22 (FOR DISTRICT)
23

24 OF LOS ANGELES COUNTY, CALIFORNIA.
25
26

27 _____
28 EMPLOYEE'S SIGNATURE
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35 Board approved: May 31, 2018
36 Revised: December 21, 2018
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