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1
2
3 **ARTICLE 1: AGREEMENT**
4

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

10
11
12 **ARTICLE 2: RECOGNITION**
13

14 2.1 The District confirms its recognition of the Association as the exclusive
15 representative for that unit of Certificated Employees recognized by the
16 Board of Education at their special meeting of May 18, 1976.
17

18 2.2. Positions included/excluded for the Bargaining Unit are attached as
19 Appendix A.
20
21
22

23 **ARTICLE 3: ORGANIZATIONAL SECURITY (FAIR SHARE)**
24

25 3.1 New Bargaining Unit Member Orientation
26

27 3.1.1 The District shall inform each newly employed bargaining unit member of
28 their employment status, rights, benefits, duties and responsibilities, and
29 other employment-related matters. The District shall schedule any new
30 bargaining unit member orientation to take place during the new
31 bargaining unit member's contract year and/or day.
32

33 3.1.2 Scheduling of Orientation
34

35 The District shall provide written notice of the date, time and location of each
36 bargaining unit member orientation/onboarding meeting, by certified or electronic
37 mail, to the Association president or designee no later than ten (10) days in
38 advance of the orientation/onboarding meeting. In the event the District is unable
39 to comply with the stated advance notice, the District shall, at the request of the
40 Association, reschedule the orientation/onboarding meeting and provide the
41 advance notice. If, however, the District provides proof that there was an urgent
42 need critical to the employer's operations that was not reasonably foreseeable, the
43 Association shall be provided as much notice as possible.
44

45 3.1.3 Association Time Provided
46

47 The Association shall be provided no less than thirty (30) minutes of
48 uninterrupted time to communicate with bargaining unit members at all new
49 bargaining unit member orientation/onboarding meetings. Such time will not be

provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.

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

3.2 Bargaining Unit Member Information

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

3.2.2 Bargaining Unit Member Information

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

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

3.3 Promotion of member communication and harmonious and effective site relations

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

ARTICLE 4: WORK YEAR

4.1 The work year for all unit members, except school psychologists, shall consist of one hundred eighty three (183) service days, which shall include one hundred eighty (180) instructional days, one (1) unit member orientation day and two (2) parent conference days. The work year for school psychologists shall be 198 days. See Appendix C and C1 - School calendar(s) for traditional school year (Appendix C) and single-track year

round education (Appendix C2). Also refer to additional language on year round education service days and daily instructional minutes in Article 30.

4.1.1 Parent Conferences

4.1.1.1 Elementary 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. 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.

4.1.1.2 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.

4.1.2 Key Day

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

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

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

ARTICLE 5: DUTY HOURS

5.1 The work day for all unit members shall be 7 hours and 10 minutes. At their respective sites, unit members assigned to elementary schools are required to report thirty (30) minutes before classes begin. Unit members assigned to intermediate schools are required to report twenty (20) minutes before classes begin. Unit members may leave their worksite after 6 hours and 45 minutes provided that all professional responsibilities are satisfied. Professional responsibilities include, but are not limited to, parent conferences, student study team meetings, IEPs, faculty meetings, and

regularly assigned after-school duties, provided that no additional duties shall be assigned without the mutual consent of the site faculty and administration.

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

5.2 The District may schedule the following hours of each unit member's time in addition to the regular work time which may be used for:

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.

5.2.2 **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 periods.

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.

5.2.3 **District-wide scheduled activities:** (Back to School Night and Open House)

5.2.3.1 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.

5.2.4 District Orientation Day

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

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

1 10:00 AM – 11:00 AM – Faculty Meeting
2 11:00 AM – Classroom/Work Area Preparation Time (This
3 time includes lunch)
4
5 5.2.5 Dance supervision (at the intermediate level): The number
6 of dances shall be mutually agreed upon by the school-site
7 staff and administration. All unit members assigned to eighth
8 grade shall supervise the promotion dance. All other unit
9 members shall supervise one (1) dance per year; said
10 assignment to be chosen by unit members on a first come,
11 first serve basis. Unit members may volunteer for more than
12 one dance.
13
14 5.3 Pre-School
15
16 5.3.1 Unit members with an instructional day of 201 minutes shall
17 be available to assist other Pre-School, Kindergarten, or
18 first grade teachers, for one (1) hour daily. The nature of said
19 assistance to be mutually agreed upon by affected parties.
20
21 5.3.2 A.M. and P.M. Pre-School schedules may be amended at the
22 individual school sites, in consultation with staff and site
23 administrator, to allow for an overlapping of schedules.
24
25 5.4 All adjunct duties within the workday, which do not require full faculty
26 participation shall be equitably distributed among unit members.
27
28 5.5 Any services by a unit member beyond the contractually specified time,
29 which involves non-classroom supervision of students, shall be on a
30 voluntary basis.
31
32 5.6 There shall be an equal amount of instruction time per week within each
33 organizational division of the District. That is, the primary grades at every
34 school in the district shall have an equal amount of instructional time, the
35 upper grades and so on. The time is broken down weekly to allow for a
36 modified day at the discretion of local schools.
37
38 5.7 The instructional minutes for the Traditional School Year shall be no less
39 than:
40
41 Pre-School 201 minutes per day; 36,000 minutes per year
42 K-3 281 minutes per day; 50,400 minutes per year
43 4-6 301 minutes per day; 54,000 minutes per year
44 7-8 325 minutes per day; 58,500 minutes per year
45
46 See Article 30 for Year-Round Education instructional
47 minutes.
48
49 5.8 Lesson Plans shall be submitted to the principal on a weekly basis or as
50 directed by the site administrator.

1
2
3 5.9 Lunch Period
4

5 5.9.1 There shall be a forty-four (44) minutes of duty-free, uninterrupted
6 lunch period for grades pre-school through eight.
7

8 5.9 Early Release Day
9

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

17 GEA and GSD agree that this article will be discussed during the 15-16
18 negotiations and will not count as one of GEA's openers for the 15-16
19 year.
20

21 5.10 Prep Periods at the Intermediate Schools

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

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

39 **ARTICLE 6: SALARY**
40

41 Any percentage raise or monetary percentage increase made or negotiated to the
42 salary schedule and/or any bonus or one-time payment made or negotiated to
43 classified (CSEA), or management/confidential groups within the district during
44 the 2019-2020 school year/negotiations, would also be granted to GEA members.
45

46 6.1 Salary Classification Requirements
47

48 6.1.1 Credit for college and university training: The following criteria
49 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) months after course completion.

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

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

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

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

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

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

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

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

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

1) A subject directly related to the unit member's assignment.

- 2) A subject directly related to the unit member's major or minor field of preparation.
- 3) A subject directly related to an advanced degree or credential in, or required for, an advanced degree or credential in professional education; or the unit member's assignment; or major or minor fields of preparation.
- 4) A subject required for a California credential evaluation or renewal.
- 5) For teachers in self-contained classroom programs:
A subject commonly taught in the elementary schools.
- 6) For teachers in departmentalized classroom programs:
Courses required as a foundation for the acquiring of an additional major or minor field of preparation related to the unit member's assignment.

6.1.1.9 Lower division courses may be credited if they meet any of the following criteria:

- 1) Courses required for a California credential evaluation or renewal.
- 2) A course directly related to a unit member's assignment, not previously taken (such as a foreign language).
- 3) Courses to be credited only when the requirements of a full minor field of preparation have been met.

6.1.2 Credit for Professional Work Experience

6.1.2.1 Unit members new to the District shall be allowed credit for experience outside of the District on a year-for-year basis up to a maximum of twelve (12) years, provided that such previous service shall meet, in addition to any pertinent college and university credit criteria enumerated above, all of the following criteria:

- 1) The previous service was rendered for at least seventy-five (75) percent of the school year, on the basis of a full-time contract.
- 2) The previous service was rendered in a public or private school system within the United States of America, or in dependent schools maintained

for American overseas dependents.

6.1.2.2 By July 1, each unit member shall be appropriately placed within the District compensation plan in accordance with District-approved professional work experience. In order to qualify for any salary schedule step advancement provisions, a unit member's service shall meet the following criteria: The prior year service was rendered under a full-time contract for at least seventy-five (75) percent of the school year.

6.1.3 When a teacher is asked to take additional students as a result of substitute unavailability, the teacher shall receive a pro-rated share of the substitute's per diem.

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

6.2 Summer School

6.2.1 Summer school shall be compensated at the hourly rate of pay.

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

1) Appropriate credential or state authorization

2) Instructional requirements

3) Qualifications of the applicant

a) Recency of experience

b) Appropriateness of training

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

5) Overall teaching skills and compatibility with program needs.

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

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

1 unit members.

2

3 6.3 Salary Schedules A, I, U, V, and Y: (See Appendix B, B1 and B2)

4

5 6.3.1 In 2002-2003, the GEA shall receive a 1% increase in salary

6 effective July 1, 2002. In 2002-2003, an additional amount equal

7 to a 1% salary was applied to cover full medical benefits under

8 PERS. On July 1, 2003, the additional 1%, which covered full

9 medical benefits under PERS, will be converted to a 1% increase

10 on the salary schedule. The GEA accepts a benefit cap for the

11 2003-2004 year.

12

13 6.3.2 Therefore, for the 2002-2003 contract year, the certificated salary

14 schedules A, I, U, V, and Y shall be increased by 1% effective July

15 1, 2002 and an additional 1% effective July 1, 2003.

16 6.3.3 In the event the District increases the compensation to any other

17 employee group in the 2003-2004 contract year, the GEA shall

18 receive the increased compensation.

19

20 6.4 Hourly Rate of Pay

21

22 6.4.1 Effective June 13, 2016 the hourly rate for extra assignments is

23 \$35.00 an hour. Effective July 1, 2016, all salary percent increases

24 will be applied to the extra assignment hourly rate of pay.

25

26 6.5 Anniversary Increments

27

28 An annual stipend shall be given unit members starting their

29 sixteenth (16) year with the Garvey School District. The following

30 guidelines shall be followed:

31

32 1) Unit member has satisfactory service, which shall be defined as

33 re-employment.

34

35 2) Unit member must be in Column V.

36 Increments must be based on Column 1, Step 1 of salary

37 schedule A, as follows:

38 7% for years 16 - 20

39 14% for years 21 - 25

40 21% for years 26 – 30

41 28% for years 31 and beyond

42 The district and GEA agree to add a 31 year Anniversary Increment

43 effective July 1, 2016.

44

45 6.6 Master's Stipend

46

47 6.6.1 An annual stipend equal to six (6%) percent of Column I,

48 Step 1 of salary schedule A shall be added for those unit members

49 possessing a Master's Degree. The criteria listed in 6.1.1.8 will

- 1 be utilized for unit members who begin advanced degree programs
2 after July 1, 2000.
3
- 4 6.7 Doctoral Stipend
5
- 6 6.7.1 An annual stipend equal to six (6%) percent of Column I,
7 Step 1 of salary schedule A shall be added to those unit members
8 possessing a doctoral degree. The criteria listed in 6.1.1.8 will be
9 utilized for unit members who begin advanced degree programs
10 after July 1, 2000.
11
- 12 6.7.2 A doctoral program with a verifiable embedded master's
13 degree qualifies for both a master's and a doctoral stipend.
14 Verifiable documentation may include, but is not limited to,
15 a university catalogue, a diploma, a letter from the department
16 chair or dean of the college.
17
- 18 6.8 Special Education Stipend
19
- 20 An annual stipend of \$1,400 shall be added for those unit members
21 who possess a special education credential and are assigned to teach a
22 special education class or serve as a special education resource teacher.
23
- 24 6.9 Bilingual Stipends
25
- 26 6.9.1 The stipend for unit members who possess a Bilingual Cross-
27 Cultural Language credential, or certificate of competency (BCC),
28 and are assigned to teach in a bilingual classroom/program, shall
29 be \$1,400.
30
- 31 6.9.2 The stipend for unit members who possess a BCLAD, BCC, or a
32 bilingual credential, and are assigned to teach in a bilingual
33 classroom program in a departmentalized setting, shall be prorated
34 according to the number of sections taught but shall not exceed
35 \$1400.
36
- 37 6.9.3 The stipend for unit members who possess a Crosscultural
38 Language Academic Development certificate (CLAD) or a
39 Language Development Specialist certificate (LDS), and who are
40 assigned to teach in a bilingual, English Language Development
41 (ELD), or an English Language Learner (ELL) classroom shall be
42 \$700.
43
- 44 6.9.3.1 Unit members in a California credential program whose
45 credential includes the Crosscultural Language
46 Academic Development certificate (CLAD) shall not
47 qualify for the CLAD stipend if hired after July 1, 2000.
48
- 49 6.9.4 The stipend for unit members who possess a CLAD or LDS and
50 who are assigned to teach in a bilingual or ELD/ELL classroom in

- 1 a departmentalized setting, shall be prorated according to the
2 number of sections taught but shall not exceed \$700.
3
- 4 6.9.5 The District agrees to pay for all District sponsored classes and/or
5 training related to obtaining a BCLAD, CLAD, or Hughes SB1969
6 certificate.
7
- 8 6.9.6 The parties agree to continue discussions that will produce an
9 agreement on future compensation of all stipends.
10
- 11 6.9.7 Both parties agree to comply with State/Federal mandates
12 regarding Bilingual Education.
13
- 14 6.10 Staff Development Days:
15
- 16 6.10.1 Please refer to Article 4, Work Year, Section 4.2 to determine the
17 amount of pay for Staff Development Days.
18
- 19 6.11 Recruitment Bonus
20
- 21 There shall be a one-time recruitment bonus of \$1,000 for newly-
22 hired unit members granted probationary or permanent status upon
23 initial date of employment.
24
- 25 6.12 Pay Period
26
- 27 6.12.1 Unit members shall be paid their monthly salary on the last day of
28 the month that the District Office is open.
29
30
31

32 **ARTICLE 7: RETIREMENT**

33

34 **7.1 Half-Time Teaching with Full Retirement Credit**

35

36 7.1.1 Definition

37

38 Reduced services employment shall be:

39

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

1 7.1.2 Requirements

2
3 A unit member must have reached the age of fifty-five (55)
4 prior to reduced services employment. The unit member
5 must have been employed full time in a position requiring
6 certification, for at least ten (10) years of which the
7 immediately preceding five (5) years were full-time
8 employment.

9
10 7.1.2.1 For purposes of this Paragraph:

- 11
12 1) Sabbaticals and other approved leaves of absence shall
13 not constitute a break of service; and,
14
15 2) Time spent on a sabbatical or other approved leave of
16 absence shall not be used in computing the 5-year,
17 full-time service requirement prescribed by this
18 Paragraph.

19
20 7.1.2.2 The period of such part-time employment may
21 extend to beyond age seventy (70) subject to the provisions
22 of the educational code.

23 7.1.2.3 The period of such reduced service shall not exceed
24 five (5) years.

25
26 7.1.3 Compensation

27
28 A unit member shall be paid a salary which is the prorate
29 share of the salary that would have been earned had the unit
30 member not elected to exercise the option of reduced
31 services employment. The unit member's retirement
32 contribution, paid by both the District and the unit member,
33 shall be the same as if the unit member taught full time.

34
35 7.1.4 Effects on Benefits

36
37 The District will pay the same health, dental, vision, and life
38 insurance premiums for unit members electing the Half-Time
39 Teaching with Full Retirement Credit, the Ancillary Services
40 contract of the District Incentive Plan to age 65.

41
42 7.1.5 Request Procedures

43
44 A unit member shall file an application for reduced services
45 employment with the Human Resources Office by the first week of
46 March for the following school year. The option of part-
47 time employment shall be exercised at the request of the
48 unit member.

49
50 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**
31 **a 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
33 upon mutual agreement of participant and District.
34

35 7.2.4 Compensation

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

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

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**

District shall provide medical coverage under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive healthplan to age sixty-five (65).

7.3.5 Request Procedure

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

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

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

7.4 District Incentive Plan

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

- 1) **An amount equal to 20% of Column 1, Step1 of Salary Schedule A** for the first fifteen (15) years of service;
- 2) **An amount equal to 1% of Column 1, Step1 of Salary Schedule A** for each additional year beyond year fifteen (15);
- 3) **For every ten (10) years of District service, 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 for one year for the Retiree only.**

1. 1

2 **Upon exhaustion of the benefit stated above, the** retiree may
3 choose from other health plans offered by the District, but shall
4 pay the difference between least expensive health plan and the
5 plan selected. Under the DISTRICT medical coverage health
6 benefits equal to, but not to exceed, the cost of the premium for
7 the least expensive health plan to age sixty-five (65).

8

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

14
15 5) UNUM Life coverage, to age sixty-five (65) provided by
16 the District.

17
18
19 7.4.2 The District Incentive Plan shall be available to no more
20 than six (6) percent of unit members per year. When
21 necessary, seniority in the District shall be the deciding
22 factor.

23
24 7.5 Retiree Medical Benefits

25
26 7.5.1 The District shall continue to pay a sum towards the cost of
27 a Medicare supplement, if the retiree is eligible for
28 Medicare and selects or has selected a Medicare
29 supplement from an existing District Plan.

30
31 Effective January 1, 2004, the District shall pay the sum of
32 \$32.20 per month provided the retiree chooses a Medicare
33 supplement plan offered by the District's provider.

34
35 Effective January 1, 2005, the District contribution will
36 change to \$48.40 per month.

37
38 Effective January 1, 2006, the District contribution will
39 change to \$64.40 per month. In order to receive this
40 benefit, the retiree must be enrolled in a Medicare
41 supplement plan offered by the District's provider.

42
43
44
45 **ARTICLE 8: HEALTH/FRINGE BENEFITS**

46
47 The District and Association agree to the following:

- 48 • To cover 100% of PPO Dental, vision and Life Insurance
49 • Full medical coverage for Single GEA Members

- 1 • Medical coverage – 85% District, 15% Unit Members for Two Party and
2 Family GEA Members with no cap
3 • Keep the lowest plan – 100% covered for GEA Member (Family and Two-
4 Party) – currently Salud Y Mas
5
- 6 8.1 The District shall provide unit members with medical, dental, vision and
7 basic life insurance (\$20,000) benefits as described below effective January 1,
8 2021.
9
- 10 8.1.1 Dental, Vision and Life Insurance
11
- 12 The District shall pay 100% of the premium for dental (PPO) composite, vision
13 and basic life insurance (\$20,000), for all unit members electing coverage. **The**
14 **District will increase the Delta Dental cap from \$2,000.00 to**
15 **\$2,500.00 and the Orthodontic cap from \$500.00 to \$2,000.00.**
16
17
- 18 8.1.2 Medical Insurance
19
- 20 8.1.2.2 Single Medical Coverage
21
- 22 The District shall pay 100% of the premium costs for all
23 unit members electing single medical insurance.
24
- 25 8.1.2.3 Two-Party/Family medical Coverage
26
- 27 The District shall pay 85% of the premium cost for all unit
28 members electing two-party or family medical insurance.
29 The unit member shall pay 15% of the premium costs when
30 electing two-party or family medical insurance.
31
- 32 8.2 Full Two-Party/Family Coverage
33
- 34 It has been the practice of the Garvey Education Association and the
35 Garvey School District for unit members who need a two-party or family
36 plan to provide at least one plan without premium expense to the unit
37 member.
38
- 39 Unit members electing the least expensive two-party medical plan, or the
40 least expensive family medical plan, will have their total premium cost for
41 medical insurance paid for by the District regardless of the percentages
42 stipulated above.
43
- 44 8.4 Domestic Partners:
45 Effective January 1, 2004, the District agrees to include domestic partners
46 and their dependents in the benefit package. The Association and the
47 District will meet and develop criteria, taking into account the
48 requirements of the health provider.
49

1 8.5 Unit members who work a complete school year under the District's fringe
2 benefit program are covered through September 30 of each year. Unit
3 members who are employed subsequent to the first day of the school year
4 shall have their benefits become effective on their first working day.
5

6 8.6 Unit members shall continue to be covered under the Health Benefit Plan
7 through July 31 of the year the termination occurred.
8

9 8.7 Unit members shall continue to be covered under the District's Health
10 Benefit Plan through September 30 of the year in which this Agreement
11 expires.
12

13 8.8 Health Insurance for married couples in which both are unit members:
14

15 The Association and the District hereby agree, in the event two members
16 of the bargaining unit, who are married to each other, and/or have
17 dependent children, that the full dollar amount of the family's insurance
18 premiums shall be paid by the District without any contribution from
19 either unit member provided that:
20

21 8.8.1 All members of the family voluntarily elect coverage under the
22 same hospitalization, vision care, and other insurance programs
23 that provide for dependent coverage;
24

25 8.8.2 One unit member voluntarily elects to be covered as dependent on
26 the other unit member's policies and waives his/her right to
27 separately paid coverage;
28

29 8.8.3 The above agreement is acceptable to the insurance company and
30 does not result in any increase in cost to the District.
31
32

33 8.9 The District Insurance Committee shall be comprised of four (4)
34 representatives from District administration, four (4) representatives plus
35 the unit president from the Garvey Education Association (GEA) and four
36 (4) representatives plus the unit president from the California State
37 Employees Association (CSEA), Chapter 292.
38
39

40 **ARTICLE 9: SENIORITY**

41

42 Seniority is defined as the unit member's initial date of service in the bargaining
43 unit, with the following provisions:
44

45 9.1 The District will track each unit member's seniority based upon his/her
46 current employment status. The employment status categories, established
47 by Education Code, are:
48
49

Permanent

1 Probationary 2
2 Probationary 1
3 Temporary
4

5 9.2 The District shall establish a Seniority List based on employment status
6 and months of service, to be updated annually and made available to the
7 Association. The annual updating of the Seniority List shall be based upon
8 the unit member's total months of service earned since his/her initial date
9 of employment in the District. The District shall update the Seniority List
10 based upon credit earned as of June 30 (the conclusion of the school year).
11

12 9.3 A unit member on an approved, paid leave of absence shall continue to
13 earn seniority while on such leave.
14

15 9.4 Any unit member re-employed within thirty-nine (39) months shall retain
16 the classification and order of employment he/she had when services were
17 terminated.
18

19 9.5 The following method shall be implemented by the District to determine
20 seniority for all unit members with the same initial date of employment as
21 of June 30, 1999 and all new hires beginning with July 1, 1999.
22

23 9.6 Unit members with the same initial date of service shall have their
24 seniority ranking determined by the 1999-2000 CTA Alphabet which is as
25 follows:
26

27 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
28

29 9.7 The District shall utilize the above CTA Alphabet in the following manner
30 to determine the seniority of unit members with the same initial date of
31 service;
32

33 9.7.1 For unit members hired before July 1, 1999, the District shall apply
34 the 1999-2000 CTA alphabet to the unit members' last names as
35 recorded on the Seniority List of June 30, 1999. For unit members
36 hired on or after July 1, 1999, the 1999-2000 CTA alphabet shall
37 be applied to the unit members' last names as recorded on the
38 District's Personnel Assignment Order at the initial time of
39 employment.
40

41 The alphabet shall be applied to the unit member's last name as
42 recorded on the District Personnel Assignment Order at the initial
43 time of employment. After thirty nine (39) months of separation
44 from employment, any unit member re-employed by the District,
45 shall utilize the rehire date and name for seniority purposes.
46

47 9.7.2 A unit member whose last name begins with an L shall be awarded
48 a higher seniority than a person whose last name begins with an H
49 or other subsequent letters as ordered in section 9.6 above.
50

- 1 9.7.3 Unit members who have the same initial date of hire and whose last
2 names begin with the same letter, shall utilize the standard
3 alphabetizing method for subsequent letters of their last names
4 (La, Lb, Lc, etc.) to determine their seniority.
5
- 6 9.7.4 Unit members who have the same initial date of hire and whose last
7 names are the same, shall apply the 1999-2000 CTA alphabet to
8 their first names to determine their seniority.
9
- 10 9.7.5 Unit members who have the same initial date of hire and whose last
11 and first names are identical, shall utilize the last four digits of
12 their Social Security number to determine their seniority. In this
13 case, the highest four digit number shall be awarded a higher
14 seniority ranking. This method shall continue until no unit
15 members with the same initial date of hire have the same seniority
16 ranking.
17
- 18 9.8 When a unit member changes employment status, he/she will carry
19 forward the total months of seniority to the new employment status. If the
20 change in status results in the unit member having the same months of
21 seniority with other unit members in that employment status category, then
22 Sections 9.6 and 9.7 shall be re-applied to all unit members in that
23 employment status with the same months of seniority.
24
25
26

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

28

29 10.1 Definitions:

30

31 “Vacancy” is any vacated, newly created position, or newly created class
32 which requires the hiring of an additional unit member.
33

34 “Transfer” is the movement of a unit member from one work
35 location to another work location at a different site in a vacated
36 bargaining unit position. A transfer may be voluntary (unit
37 member initiated) or involuntary (District initiated).
38

39 “Reassignment” is the movement of a unit member from one subject
40 area to another subject area, or one grade level to another grade
41 level, or one track to another track at the same work location.
42 Reassignment may be voluntary (unit member initiated) or
43 involuntary (District initiated).
44

45 “Room Reassignment” is the movement of a unit member from one work
46 location to another work location at the same site.
47

48 “Newly Created Position” is a position not previously held by a unit
49 member and which requires a new job description.
50

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

3
4 10.2 Vacancies:

5
6 10.2.1 Notification

7
8 10.2.1.1 School Site Notification During the School Year

9
10 If a vacancy occurs at a school site, all unit members at the school site will
11 be notified regarding the opening via District Email. Prior to any opening
12 being flown throughout the District, at least two (2) days shall pass from
13 the date of the email notification while school is in session. If more than
14 one unit member seeks to fill the opening, the criteria in 10.2.9.1 shall be
15 used.

16
17 10.2.1.2 School Site Notification During the Summer

18
19 During summer recess, prior to any opening being flown throughout the
20 District, teachers will be contacted directly by the principal via District
21 email. At least four (4) days shall pass from the date of the final email
22 notification prior to any opening being flown throughout the District. Unit
23 members who miss the deadline for voluntary reassignment during the
24 summer recess may apply for the position once it is flown inside the
25 District. They will be treated in the same manner as all transfer applicants.

26
27 10.2.1.3 District-wide Notification

28
29 The District shall deliver to the Association (via email) and all unit
30 members (via district email), and post in all schools, a list of vacancies,
31 which are not filled via reassignment.

32
33 Said list shall contain:

34
35 1) A closing date which is at least five (5) days following the
36 posting date while school is in session and at least ten (10) days
37 following the posting during summer recess.

38
39 2) All qualifications necessary to meet the requirements of the
40 position as appropriate.

41
42 2) If a Teacher on Special Assignment (TOSA) position becomes
43 vacant, the position will be flown District-wide. The applicant
44 will be selected by a panel of District representatives.

45
46 10.2.2 No permanent assignment to fill the vacancy(s) shall be made until
47 after the closing date.

48
49 10.2.3 Vacancies shall be filled as soon as possible.
50

- 10.2.4 The District shall, upon request by a unit member, notify via U.S. mail said unit member during summer recess, or any period of leave, of any posted openings which may arise during these times. The unit member's request shall be in writing and include a mailing address. Any such request must be renewed every six (6) months.
- 10.2.5 If a unit member already has a transfer application on file, it is not necessary to make further application in order to be considered for any vacancies for which the unit member may have applied.
- 10.2.6 The District shall upon request of the unit member, deliver in writing, the reason for the unit member not receiving the vacated or newly created position.
- 10.2.7 No outside applicant shall be selected to fill a vacancy if there is an eligible unit member applicant, as defined in 10.2.9.1. If the internal posting closes without any internal applicants, unit members may no longer apply for the position.
- 10.2.8 Vacancies shall be filled, whenever possible, as follows:
1. First by voluntary reassignment. (See 10.2.1.1)
 2. Second by voluntary transfer (see 10.2.1.2 for notification requirements)
 3. Third by involuntary transfer (only when there are no voluntary transfer applicants)
 4. Fourth from outside the District
- 10.2.8.1 This section (10.2.7) shall not apply to newly created positions filled in accordance with 10.2.10. Newly created positions shall be filled using the criteria 10.2.10
- 10.2.9 A unit member waiting to transfer to an open vacancy shall fill out a transfer form and turn it in to Human Resources by closing date, as long as they do not already have a transfer request on file.
- 10.2.9.1 Human Resources shall screen all applicants for eligibility in relation to the qualifications listed on the posting. (10.2.1.3)
- The screening shall include:
- 1) Appropriate, valid credential or state authorization
 - 2) Satisfactory evaluation (12.14.5) during the previous cycle if applicable and non-current participation in a District mandated assistance plan (12.14.4)
 - 3) Other qualifications of the unit member explicitly stated in the posting.
- The most senior unit member in the pool of eligible unit members will be awarded the position.

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

- District Resource Teacher
- Teacher on Special Assignment
- English Language Learned (ELL) Interventionist

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

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

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

The screening shall include:

- 1) Appropriate, valid credential or state authorization
- 2) Levels of Performance marked at “District Standard” or “Above Standard” for each of the criteria on the most recent District summative evaluation report.
- 3) Other qualifications of the unit member explicitly stated in the posting.

Once a unit member passes the Human Resources screening and is granted an interview, they are deemed eligible for the position and section 10.2.7 becomes applicable.

If there are no eligible internal candidates the position may be flown outside of the district.

If the internal posting closes without any internal applicants, unit members may no longer apply for the position.

The pool of eligible candidates will be interviewed by a panel. The unit member receiving the highest score or ranking will be awarded the position.

10.3 Voluntary Transfer:

10.3.1 Filing Request for Transfer:

A unit member who desires a transfer may file a written statement of intent with the District at any time, whether or not a vacancy exists. A unit member may also submit a request for transfer subsequent to the posting of a vacancy notice. Such statement

- 1 shall include the grade and/or subject to which the unit member
2 desires to be assigned and the school or schools to which the unit
3 member desires to be transferred (in order of preference).
- 4 10.3.2 If a unit member's request for a voluntary transfer is denied,
5 the unit member shall be granted, upon request, a meeting with the
6 administrator who denied the request to discuss the reasons for the
7 denial. The unit member may request, and shall receive, written
8 reasons for the denial following said meeting.
9
- 10 10.3.3 If two (2) or more unit members apply for a vacancy, the
11 provisions of Section 10.2.9.1 shall apply.
12
- 13 10.3.4 If the unit member requests that his/her application for the
14 transfer be kept confidential, the principal at his/her school shall
15 not be notified by Human Resources Office of the application until
16 after an offer of transfer has been made. The matter will be treated
17 as confidentially as practicable.
18
- 19 10.3.5 The criteria set forth in section 10.2.9.1 will be used to determine
20 voluntary transfers.
21
- 22 10.3.6 The District, upon request, shall provide assistance in moving
23 materials to the new work location.
24
- 25 10.4 Involuntary Transfers:
26
- 27 10.4.1 The District shall first seek to fill those vacancies which must be
28 filled by transfer, by means of voluntary transfer. An involuntary
29 transfer will only take place if there are no voluntary transfer
30 applicants. A unit member who is to be transferred involuntarily
31 shall be notified as soon as practical. If a unit member is
32 involuntarily transferred, the unit member will be provided up to 3
33 days of sub release time, or up to 20 hours of extra-assignment, or
34 a combination of both which will be determined by the Assistant
35 Superintendent of Human Resources and the unit member. The
36 District, upon request, shall provide assistance in moving materials
37 to the new work location.
38
- 39 The District shall utilize the criteria set forth in Section 10.2.9.1 for
40 involuntary transfers, in reverse seniority order.
41
- 42 10.4.2 The unit member, upon request, shall be provided a written
43 explanation of the reason a transfer was made.
44
- 45 10.4.3 No involuntary transfer shall be disciplinary or punitive in
46 nature.
47
- 48 10.4.4 If a decrease in the number of students, or the elimination or
49 addition of program(s) and/or funding occurs, the District shall
50 seek volunteers prior to making any involuntary transfer(s).

- 1
2 10.4.5 Unit members from closed schools, or unit members
3 displaced because of educational program changes, shall be
4 accorded priority for filling vacancies that arise for which they
5 have qualified pursuant to Section 10.2.9.1.
6
7 10.4.6 Displaced teachers shall list up to three (3) choices in priority
8 order of school sites/teaching assignments to which they wish to be
9 placed. If not placed in any of the preferred sites/assignments, the
10 teacher shall have priority of vacancies to which he/she is
11 qualified, pursuant to Section 10.2.9.1, for up to three (3) years
12 following the initial involuntary transfer.
13
14 10.5 Reassignment:
15
16 10.5.1 A District-initiated change of assignment at the same school may
17 be made by the District as long as the change is not made
18 arbitrarily, capriciously, or without basis in fact. The Association
19 will be informed (via email) about all District-initiated changes of
20 assignment. The notification shall include the rationale for the
21 change.
22
23 10.5.2 The unit member, upon request, shall receive a written
24 explanation of the reason a reassignment was made or denied.
25
26 10.5.3 No reassignment shall be disciplinary or punitive.
27
28 10.5.4 A unit member may not receive more than one (1) District-initiated
29 changes of assignment at the same school site in a three (3) year
30 period.
31
32 10.5.5 If a unit member receives an involuntary room reassignment, the
33 unit member will be provided up to 2 days of sub release time, or
34 up to 12 hours of extra-assignment, or a combination of both,
35 which will be determined by the Assistant Superintendent of
36 Human Resources and the unit member. The District, upon
37 request, shall provide assistance in moving materials to the new
38 work location.
39
40 10.6 Notification of Change of Assignment:
41
42 The District shall notify unit members of anticipated changes of
43 assignment(s) for the subsequent school year no later than the last working
44 day in May. A unit member shall be notified of any change of
45 assignment(s) initiated after the last working day in June, by email. If no
46 response is received via email, unit members will be notified via certified
47 mail.
48
49 10.7 Special Education
50

1 10.7.1 The Special Education Program (while based at sites) is a District
2 program. All assignments are made by the District.

3
4 10.7.2 If an RSP teacher is assigned additional students located at another
5 site, the change does not constitute an involuntary transfer. RSP teachers who are
6 assigned to a new school site, will be afforded up to three (3) days of substitute
7 assistance, or twenty (20) hours of extra assignment, or a combination of both,
8 which will be determined by the Assistant Superintendent of Human Resources
9 and the unit member. The District, upon request, shall be provided assistance in
10 moving materials to the additional work location.

11
12 10.7.3 When it becomes necessary for the District to collapse an RSP or
13 SDC position, the District may then need to assign a Special Education teacher to
14 another Special Education class. This change in assignment is not based on
15 seniority, but rather the needs of the students in the District program. The
16 affected teacher will be afforded up to three (3) days of substitute assistance, or
17 twenty (20) hours of extra assignment, or a combination of both which will be
18 determined by the Assistant Superintendent of Human Resources and the unit
19 member. The District upon request shall provide assistance in the moving
20 materials to the new work location.

21 22 23 24 **ARTICLE 11: LEAVES**

25 26 **11.1 Bereavement Leave**

27 28 **11.1.1 Purpose**

29
30 The purpose of bereavement leave utilization shall be for the death
31 of a member of the immediate family. The immediate family shall
32 include the mother, father, grandmother, grandfather or grandchild of the
33 unit member; or of the spouse of the unit member; and the spouse, son,
34 son-in-law, daughter, daughter-in-law, brother, sister or stepchild of the
35 unit member, or any relative living in the immediate household.

36
37 The Superintendent, or his/her designee, may, if unusual circumstances
38 exist, extend the definition of immediate family to include other persons.

39 40 **11.1.2 Eligibility**

41
42 A unit member covered by this Agreement.

43 44 **11.1.3 Procedure**

45
46 A unit member exercising this leave of absence provision shall notify the
47 District as soon as possible. Notification shall include the expected
48 duration of the absence.

1 11.1.4 Requirements

2
3 A unit member shall be granted up to five (5) days for bereavement
4 purposes.

5
6 Additional days of absence may be provided beyond those described
7 herein at the discretion of the Superintendent. Other additional days of
8 absence beyond those described herein are provided under the terms of the
9 personal necessity leave provision.

10
11 11.1.5 Compensation

12
13 All days of absence used under the provision of bereavement leave shall
14 result in no loss of compensation to the unit member.

15
16 11.1.6 Return to Service

17
18 Upon return to active service, the unit member shall complete the District
19 absence form and submit it to his/her immediate supervisor.

20
21 **11.2 Industrial Accident/Illness**

22
23 11.2.1 Purpose

24
25 Unit members shall be granted industrial accident or illness leave when
26 absent from their duties as a result of an industrial accident or illness.

27
28 11.2.2 Eligibility

29
30 A unit member covered by this Agreement.

31
32 11.2.3 Procedure

33
34 A unit member who has sustained a job-related injury shall report the
35 injury on a District-approved accident report form to the immediate
36 supervisor within twenty-four (24) hours. A unit member shall report any
37 illness on a District-approved form to the immediate supervisor within
38 twenty-four (24) hours of knowledge that the illness is an alleged
39 industrial illness.

40
41 11.2.4 Requirements

42
43 11.2.4.1 Allowable leave shall be for not more than sixty (60)
44 working days during that time in which the schools of the
45 District are required to be in session; or, when the unit
46 member would otherwise have been performing work for
47 the District in any one fiscal year for the same illness or
48 accident.

1 11.2.4.2 Allowable leave shall not be accumulated from year to
2 year.

3
4 11.2.4.3 Industrial accident or illness leave shall commence on the
5 first day of absence.

6
7 11.2.4.4 Industrial accident or illness leave shall be reduced by
8 one (1) day for each day of authorized absence regardless
9 of a temporary disability indemnity award.

10
11 11.2.4.5 When an industrial accident or illness leave overlaps into
12 the next fiscal year, the unit member shall be entitled to
13 only the balance of unused leave due for the same illness
14 or injury.

15
16 11.2.4.6 Any unit member receiving benefits as a result of this
17 section shall, during periods of injury or illness, remain
18 within the State of California unless the Board of
19 Education authorizes travel outside the state.

20
21 11.2.5 Compensation

22
23 11.2.5.1 A unit member shall be paid such portion of the salary
24 due for any month in which the absence occurs, as, when
25 added to the temporary disability indemnity under
26 Division 4 or Division 4.5 of the Labor Code, will result
27 in a payment of not more than full salary.

28
29 11.2.5.2 During any industrial paid leave of absence, the unit
30 member shall endorse to the District the temporary
31 disability indemnity checks received on account of the
32 industrial accident or illness. The District, in turn, shall
33 issue the unit member appropriate salary warrants for
34 payment of the unit member's salary, and shall deduct
35 normal retirement, other authorized contributions, and
36 money actually paid to and retained by the unit member
37 for periods covered by such salary warrants.

38
39 11.2.5.3 Upon conclusion of this industrial paid leave, a unit
40 member may utilize any available sick leave benefits,
41 providing that any sick leave utilization, when combined
42 with a temporary disability indemnity, shall not exceed
43 one hundred percent of the unit member's normal
44 compensation.

45
46 11.2.6 Return to Service

47
48 A unit member shall be permitted to return to service after an
49 industrial accident or illness only upon the presentation of a release
50 from the authorized Worker's Compensation physician, without

1 restrictions or detriment to the unit member's physical and
2 emotional well-being.

4 11.3 **Leave While Holding Elective Public Office**

6 11.3.1 Purpose

8 Unit members shall be provided the opportunity to exercise the duties
9 attendant to holding an elective public office to which they have been duly
10 appointed or elected, while maintaining full-time District employment.

12 11.3.2 Eligibility

14 A unit member covered by this Agreement.

16 11.3.3 Procedure

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

27 11.3.3.1 Full-Day Leave

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

36 11.3.3.2 Half-Day Leave

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

42 11.3.3.2.1 Not more than three (3) one-half day leaves may
43 be taken for either morning (A.M.) or afternoon
44 (P.M.) absences during any one calendar month.

46 11.3.3.2.2 A half-day for intermediate school teachers is
47 defined as:

- 48 1) "Morning" -- The time that such unit
49 member is required to be on duty before
50 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 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 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

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

3 4 11.4.2 Eligibility

5
6 A unit member covered by this Agreement.

7 11.4.3 Procedure

8
9 A unit member elected to public office (including election to the
10 California State Legislature) may request a legislative leave of
11 absence to fill the term of office. Said request shall be submitted no
12 later than thirty (30) days after being elected to office.

13 14 11.4.4 Requirements

15
16 During the term of legislative leave of absence, the unit member
17 may be employed by the District to perform less than full-time
18 service requiring certification qualifications, for such compensation
19 and upon such terms and conditions, as may be mutually agreed
20 upon.

21 22 11.4.5 Compensation

23
24 Except as provided above, a unit member shall receive no District
25 compensation while on legislative leave.

26 27 11.4.6 Return to Service

28
29 The unit member shall, within six (6) months of the expiration of
30 the term of office, be entitled to return to the position held at the
31 time of his/her election. If the position held at the time of election
32 has been abolished by the time the unit member is eligible to return
33 to District service, reinstatement shall be made to a position for
34 which the unit member is certified.

35
36 Reinstatement shall be made at the salary to which the unit member
37 would have been entitled had legislative leave not been utilized.

38 39 11.5 **Judicial and Official Appearance Leaves**

40 41 11.5.1 Purpose

42
43 Judicial and official appearance leave may be granted for purposes
44 of regularly called jury duty; appearance as a witness in court other
45 than as a litigant; or, to respond to an official order from another
46 governmental jurisdiction for reasons not brought about through
47 the connivance or misconduct of the unit member.

48 49 11.5.2 Eligibility

1 A unit member covered by this Agreement.

2
3 The District and the Association agree that it is educationally sound
4 for unit members to defer jury duty beyond their regular work year.

5
6 11.5.3 Procedure

7
8 The unit member seeking an official judicial appearance leave shall
9 submit a request, accompanied by the official order, for an
10 approved absence to the immediate supervisor.

11
12 11.5.4 Requirements

13
14 A unit member may be granted a leave of absence not to exceed the
15 duration of the requirements of the official order for participation
16 and/or appearance.

17
18 11.5.5 Compensation

19
20 11.5.5.1 A unit member shall be granted a leave of absence for
21 jury duty up to a maximum of ten (10) days. A unit
22 member granted a leave of absence under these
23 provisions shall be granted District compensation which,
24 when added to jury or witness fees, shall not exceed the
25 unit member's regular District compensation.

26
27 11.5.5.2 The District shall pay \$55 per day for up to ten
28 (10) days to a unit member who voluntarily postpones
29 jury duty to a non-contracted unit member work day(s).
30 This section does not apply to summer school unit
31 members.

32
33 A unit member will submit a copy of the first Jury Duty
34 summons received to the Human Resources office to
35 verify postponement to non-contracted unit member
36 work day(s).

37
38 11.5.6 Return to Service

39
40 Upon return to active service, the unit member shall
41 complete the District absence form and submit it to his/her
42 immediate supervisor.

43
44 11.6 **Maternity Leave**

45
46 11.6.1 Purpose

47
48 The purpose of maternity leave shall be for the bearing and birth of
49 children, and recovery therefrom.

1 11.6.2 Eligibility

2
3 A female unit member covered by this Agreement.

4
5 11.6.3 Procedure

6
7 11.6.3.1 The female unit member shall submit a request for
8 maternity disability leave not less than thirty (30) days
9 prior to the expected period of disability. The request
10 shall be accompanied by the attending physician's
11 statement verifying the maternity disability and the
12 expected duration of the disability period.
13

14 11.6.4 Requirements

15
16 Maternity disability leave shall be granted for that period during which the
17 female unit member is disabled as specified in the attending physician's
18 statement described herein.
19

20 11.6.5 Compensation

21
22 Any female unit member covered by this Agreement shall have the option
23 of utilizing sick leave, as provided for in Section 11.12, for absences
24 necessitated by pregnancy, miscarriage, childbirth and recovery. Upon
25 exhaustion of all accumulated sick leave credit, a unit member who
26 continues to be absent for the purposes of this policy shall receive fifty
27 (50) percent of her daily rate of pay; or, the difference between the unit
28 member's salary and the sum actually paid a substitute employee,
29 whichever is greater. Compensation under this section shall continue for a
30 period of no more than five (5) school months.
31

32 11.6.6 Return to Service

33
34 Upon the conclusion of the maternity disability period described herein,
35 the female unit member shall be reinstated to the position/classification
36 held prior to the leave of absence, or to a position for which the unit
37 member is certified.
38

39 **11.7 Parental Leave (unpaid leave)**

40
41 11.7.1 Purpose

42
43 A leave of absence without pay shall be granted to a unit member for the
44 purpose of raising his/her natural/adopted child.
45

46 11.7.2 Eligibility

47
48 A unit member covered by this Agreement.
49

50 11.7.3 Procedure

11.7.3.1 Such leave shall normally be for no more than twelve (12) months 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.

11.7.4 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.

11.8 Parental/Adoption/Foster Leave (paid leave)

11.8.1 Purpose

11.8.1.1 A unit member shall be granted a maximum of seven (7) days paid leave for the birth of his/her child and related emergencies. The seven (7) days must be utilized within twelve (12) months of their child's birth.

11.8.1.2 A unit member adopting or fostering a child shall be granted a maximum of seven (7) days paid leave commencing on the day that the child is received into his/her custody. The seven (7) days must be utilized within twelve (12) months.

Additionally, a committee(s) will be established to look at way to reduce and streamline unit members' paperwork and to give input on professional development.

11.8.2 Eligibility

A unit member covered by this Agreement

11.8.3 Procedure

A unit member seeking an approved parental/adoption leave of absence shall submit a request, which includes the reason and the expected duration of the absence, to his/her immediate supervisor.

11.8.4 Compensation

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

11.8.5 Return to Service

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

3
4 **11.9 Personal Leave**

5
6 A unit member may request a personal leave of absence for reasons not
7 enumerated elsewhere in this Agreement.

8 **11.9.1 Eligibility**

9
10 A unit member covered by this Agreement.

11
12 **11.9.2 Procedure**

13
14 **11.9.2.1** The unit member seeking an approved personal leave of
15 absence shall submit a request, which includes the
16 reasons and the duration of the length of the requested
17 leave, to his/her immediate supervisor.

18
19 **11.9.2.2** For personal absence of five (5) working days or less, the
20 unit member shall submit the request described herein not
21 less than five (5) working days prior to the beginning date
22 of the leave. The decision of the immediate supervisor
23 for approval or denial of these requests shall be final.

24
25 **11.9.2.3** For personal absence in excess of five (5) work days,
26 including the balance of the school semester/year, or a
27 full school semester/year, the unit member shall submit
28 the request described herein to the Assistant
29 Superintendent of Human Resources for
30 recommendation and presentation to the Board of
31 Education for approval or denial.

32
33 **11.9.2.4** A unit member requesting such an extended personal
34 leave of absence shall submit the request not less than ten
35 (10) days prior to the next Board of Education meeting.

36
37 **11.9.3 Requirements**

38
39 A unit member shall not accept gainful employment while on a
40 personal leave of absence without the prior written approval of the
41 Superintendent.

42
43 **11.9.4 Compensation**

44
45 Any personal leave that may be granted under these provisions
46 shall be without compensation. Unit members on personal leave of
47 absence shall be permitted to participate in the District insurance
48 program at their expense.

49
50 **11.9.5 Return to Service**

1
2 The unit member shall be reinstated to the position/classification
3 held prior to the leave of absence, or to a position for which the
4 unit member is certified.
5

6 If the personal leave of absence was granted for health reasons, the
7 unit member shall be required to submit, prior to return to active
8 duty, a medical statement from a licensed physician indicating an
9 ability to assume assigned duties without restrictions or detriment
10 to the unit member's physical or emotional well-being.
11

12 13 **11.10 Personal Necessity Leave**

14 15 **11.10.1 Purpose**

16
17 Personal necessity leave may be utilized for circumstances that are
18 serious in nature, which cannot be expected to be disregarded,
19 which necessitate immediate attention and cannot be dealt with
20 during off-duty hours. The following are examples of inappropriate use of
21 personal necessity: spousal awards, second job, non-educational related
22 interviews, non-work related conferences/conventions, preparation for
23 outside classes, vacations, or extensions of a holiday (before or after).
24

25 If unusual circumstances exist, the unit member's immediate supervisor
26 may extend the definition of personal necessity.
27

28 **11.10.2 Eligibility**

29
30 A unit member covered by this Agreement and who has sufficient
31 sick leave credit.
32

33 **11.10.3 Procedure**

34
35 The unit member shall make every reasonable effort to comply with
36 District procedures designed to secure substitutes, and shall notify
37 the District of the expected duration of the absence.
38

39 **11.10.4 Requirements**

40
41 Unit members may use not more than ten (10) days per year of
42 accumulated sick leave for purposes of personal necessity.
43

44 **11.10.5 Compensation**

45
46 A unit member shall receive full compensation for not more than ten (10)
47 days per year of personal necessity leave, except as provided in 11.10.6.
48

49 **11.10.6** In case of personal necessity, such as serious illness or
50 accident of an immediate family member, requiring an extended

1 absence, a unit member may apply to the Superintendent for up to
2 the full amount of his/her accumulated sick leave to be utilized
3 for said illness or accident.

4
5 11.10.7 Return to Service

6
7 Upon return to active service, the unit member shall complete the
8 District absence form and submit it to his/her immediate supervisor.

9
10 11.11 **Sabbatical Leave**

11
12 11.11.1 Purpose

13
14 Unit members may be granted a leave of absence for the purpose of
15 professional study or travel which will directly benefit the schools
16 and pupils of the District.

17
18 11.11.2 Eligibility

19
20 A permanent unit member who has served not less than seven (7)
21 consecutive years shall be eligible to apply for sabbatical leave. At
22 the discretion of the Board of Education, up to three (3) percent of
23 the eligible staff may be granted sabbatical leave. In the event more
24 than three (3) percent of eligible staff request a sabbatical in any
25 one year, seniority shall be a major consideration for selecting
26 sabbatical leave candidates.

27
28 11.11.3 Procedure

29
30 A unit member requesting sabbatical leave consideration shall
31 submit a District-designed application form by January 1 of the
32 preceding school year for which the leave is requested. By
33 February 1, the District Superintendent shall submit a
34 recommendation to the Board of Education for consideration
35 regarding qualified sabbatical leave applications. By March 1, the
36 Board of Education shall take action on sabbatical leave requests.

37
38 11.11.4 Requirements

39
40 Sabbatical leaves shall not be less than one (1) semester or more than two
41 (2) semesters in duration.

42
43 11.11.5 Compensation

44
45 11.11.5.1 A unit member shall not accept gainful employment
46 while on sabbatical leave without prior written approval
47 of the Superintendent. If such approval is granted,
48 appropriate deductions from compensation shall be
49 made. A unit member granted a sabbatical leave, for
50 other than gainful employment, shall be compensated by

1 the District at the rate of seventy-five (75) percent of the
2 salary that would have been received had active service
3 continued. Unit members shall be entitled to District-
4 paid health benefits as part of their compensation as if
5 active service continued.
6

7 11.11.5.2 A unit member on sabbatical leave may be paid in two
8 (2) equal installments; one shall be paid at the end of the
9 first year or semester, and the other at the end of the
10 second semester of active service following the leave.
11

12 11.11.5.3 A unit member on sabbatical leave may elect to be paid
13 in the same manner as though active service continued
14 to be performed for the District, upon the furnishing of a
15 suitable bond indemnifying the District against loss
16 should the unit member fail to satisfactorily complete
17 the leave conditions; and fail to render service for at
18 least twice the length of the leave at the conclusion of
19 the leave of absence.
20

21 11.11.5.4 Said bond shall be exonerated in the event the failure to
22 render the agreed-upon services is due to death, physical
23 disability or mental disability of the unit member.
24

25 11.11.5.5 Sabbatical leave shall count toward regular salary
26 schedule advancement, if any, and retirement credit as if
27 active service continued.
28

29 11.11.6 Return to Service 30

31 11.11.6.1 The unit member shall, within sixty (60) days following
32 return to active service, submit a comprehensive report
33 to the Superintendent certifying the successful
34 fulfillment of the terms and conditions under which the
35 leave was granted. This comprehensive report shall
36 include:
37

- 38 1) Official transcripts of all completed course work
39 and/or a complete travel itinerary.
40
- 41 2) Recommendation of how the sabbatical leave
42 results may be shared with students and staff.
43
- 44 3) A complete file of all pertinent materials either
45 developed or collected during the leave, and a
46 recommendation for use within the District.
47

48 11.11.6.2 Failure to satisfactorily provide this report shall
49 constitute a failure to comply with the leave condition
50 and shall result in forfeiture of all leave compensation.

1
2 11.11.6.3 The unit member shall be reinstated to the
3 position/classification held prior to the sabbatical leave;
4 or to a position for which the unit member is certified.
5

6 **11.12 Sick Leave**
7

8 11.12.1 Purpose
9

10 The purpose of sick leave utilization shall be for physical and mental
11 disability absences which are medically necessitated by illness, injury or
12 quarantine.
13

14 11.12.2 Eligibility
15

16 11.12.2.1 A unit member covered by this Agreement, working five
17 (5) days per week, shall annually be entitled to ten (10)
18 days of leave of absence for the purpose of sick leave
19 utilization. A unit member covered by this Agreement
20 working less than full time shall be entitled to sick leave
21 in the same ratio as his/her employment bears to full-
22 time employment.
23

24 11.12.2.2 Unused sick leave days are cumulative.
25

26 11.12.2.3 A unit member covered by this Agreement, and who is
27 employed in the District's scheduled summer school
28 session, shall earn one (1) day sick leave for each
29 session employed. Days of sick leave earned during
30 summer school are to be added to the accrued sick leave
31 earned pursuant to Paragraph 11.12.2.1.
32

33 11.12.2.4 A unit member may utilize any accrued sick leave
34 during summer school session.
35

36 11.12.3 Procedure
37

38 Unit members exercising this leave of absence provision shall notify the
39 District of their need to be absent from service as soon as possible. But in
40 no event later than reasonable notice necessary to secure substitute
41 services. The notification described herein shall also include an estimate of
42 the expected duration of the absence.
43

44 11.12.3.1 After an employee is absent seven (7) consecutive days
45 during the school year, the supervisor/district may
46 request verification which states the anticipated date of
47 return to service.
48

49 11.12.4 Requirements
50

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

9 11.12.5 Compensation

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

20 11.12.6 Return to Service

22 11.12.6.1 Upon return to service, the unit member shall complete
23 the District absence form and submit it to his/her
24 immediate supervisor.

26 11.12.6.2 A unit member whose absence under this Section
27 exceeds seven (7) consecutive school days shall, upon
28 request, submit a statement from a medical doctor or
29 licensed practitioner indicating an ability to return to
30 his/her position without restrictions or detriment to the
31 unit member's physical and emotional well-being.

33 11.12.6.3 A unit member shall not be allowed to return to service,
34 and shall be charged with one additional day of sick
35 leave absence, if the unit member fails to notify the
36 District of intent to return to duty prior to the close of
37 the preceding work day, and by such notification failure,
38 a substitute is secured.

40 11.13 Association President Leave

42 11.13.1 The District and Association agree that the President of GEA
43 will teach 60% of the instructional day and will be released for
44 40% of the instructional day to perform Association/District
45 business. The Association President and his/her immediate
46 supervisor will mutually agree on a yearly basis the schedule that
47 is most beneficial to meet the needs of students.

49 11.14 Association Leave

1 11.14.1 A maximum of forty (40) days of release time per school year may
2 be utilized by members of the bargaining unit, as designated by the
3 Association, for attendance at local, state and/or national
4 meetings/conferences; or for conducting other business pertinent
5 to Association affairs. Such release time shall be requested with
6 prior reasonable notice to the Superintendent or his/her designee.
7 The Association agrees to reimburse the District the amount paid
8 by the District to employ a daily substitute for thirty (30) of the
9 forty (40) days. This leave shall be in addition to any other release
10 time granted in other Articles of this agreement.

11
12 11.14.2 The use of this release time by the Association shall not impact
13 unreasonably on any class of students.
14

15 **11.15 Catastrophic Leave Bank**

16 17 11.15.1 Creation and Purpose

18
19 The Catastrophic Leave Bank is a program established to allow
20 unit members to potentially help each other. The intent of this
21 program is to provide a way that unit members who have
22 exhausted all their regular sick leave may apply for additional sick
23 leave days from the bank for a catastrophic injury or illness.
24

25 Catastrophic illness and injury shall be defined as an illness or
26 injury that incapacitates a unit member or a member of the unit
27 member's family for over ten (10) consecutive days requiring the
28 Catastrophic Leave Bank member to take time off from work to
29 care for himself/herself or to take care of a family member (see
30 definition of family under Article 11.1.1 Bereavement Leave).
31

32 Unit members who have exhausted all sick leave and who are
33 members of the Catastrophic Leave Bank may request withdrawal
34 of additional sick days from the Bank for a catastrophic illness or
35 injury.
36

37 11.15.1.1 The Association and the District agree to create a
38 Catastrophic Leave Bank effective July 1, 2000. The
39 Catastrophic Leave Bank shall be funded in accordance
40 with the terms of Section 11.15.2 below.
41

42 11.15.1.2 For the purposes of this section, a "day" shall be any day
43 a unit member is required to be on duty as determined
44 by the terms of this Agreement. The Catastrophic
45 Leave Bank does not apply to summer school,
46 intersession or any extra teaching assignment.
47

48 11.15.1.3 Days in the Catastrophic Leave Bank shall accumulate
49 from year to year.
50

1 11.15.1.4 Days shall be contributed to the Bank not to a specific
2 employee and withdrawn from the Bank without regard
3 to the daily rate of pay of the Catastrophic Leave Bank
4 participant.
5

6 11.15.1.5 The Catastrophic Leave Bank shall be administered by a
7 joint committee comprised of three (3) voluntary
8 members appointed by the Association and two (2)
9 members appointed by the District.
10

11 11.15.2 Eligibility and Contributions 12

13 11.15.2.1 All unit members on active duty with the District are
14 eligible to contribute to the Catastrophic Leave Bank.
15

16 11.15.2.2 Participation in the Bank shall be voluntary. Only unit
17 members that have contributed to the Bank will be
18 permitted to request a withdrawal from the Bank.
19

20 11.15.2.3 Contributions to the Bank must be authorized and
21 renewed annually by the unit member on the appropriate
22 district form. Contributions shall be made each year
23 during the Medical Benefits Open Enrollment period or
24 thirty (30) days from a new employees date of hire.
25 The effective date of coverage shall be the first day of
26 the month following enrollment. Forms shall be
27 returned to the District Business Office.
28

29 11.15.2.4 Membership from the Bank may be revoked at any time
30 when a unit member completes the appropriate district
31 form and returns it to the District Business Office.
32

33 Membership from the Bank is revoked automatically
34 whenever a member fails to make his/her annual
35 contribution (September 1 to September 30).
36

37 11.15.2.5 Sick leave previously authorized for contribution to the
38 Bank shall not be returned to the unit member if the unit
39 member effects cancellation from the Bank.
40

41 11.15.2.6 Unit members returning from unpaid leave of absence
42 which included the enrollment period will be permitted
43 to contribute to the Bank within 30 calendar days of
44 returning to work
45

46 Enrollment forms for the Catastrophic Leave Bank shall
47 be available to all new unit members and those unit
48 members returning from leave.
49

50 11.15.2.7 The minimum annual rate of contribution by each

participating unit member for each school year shall be one (1) day of sick leave.

11.15.2.7.1 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 total donations to the bank

11.15.2.7.2 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.

11.15.3 Procedures for Withdrawal of Days from the Bank

1
2 11.15.3.1 Catastrophic Leave Bank participants whose sick leave
3 or industrial accident/illness leave and sick leave is
4 exhausted may request withdrawal from the Bank for
5 catastrophic illness or injury.

6
7 There will be a ten (10) day waiting period. This waiting
8 period must be covered by the last days of sick leave, the
9 unit members differential leave, leave without pay or a
10 combination of the leaves.

11
12 11.15.3.2 Unit members may submit requests for extensions of
13 withdrawals as their prior grants expire. Extension for a
14 continuous illness or injury shall have no additional
15 waiting period. If the request is for an extension, an
16 updated physician's statement of the illness or injury
17 must be presented to the Joint Committee.

18
19 11.15.3.3 Catastrophic Leave Bank members, who have exhausted
20 all accumulated sick leave, but still have differential
21 leave available are eligible to request a withdrawal from
22 the Catastrophic Leave Bank. The District shall pay the
23 unit member full pay and the Bank shall be charged not
24 more than one-half (1/2) day.

25
26 The receipt of a donated sick leave credit as defined
27 herein, when combined with other district income, shall
28 not provide the recipient with a greater monthly district
29 income than he/she received immediately prior to the
30 receipt of the catastrophic sick leave.

31
32 11.15.3.4 If a reoccurrence or a second illness or injury
33 incapacitates a member or a member of the unit
34 member's family within the same school year, it shall be
35 deemed catastrophic after five (5) consecutive days.
36 *(Thus, a unit member who used the Bank, after*
37 *exhaustion of sick leave, for 20 days to care for the*
38 *member's spouse who dies of cancer, and, after*
39 *returning to work, suffers a heart attack, shall be*
40 *deemed to have a second catastrophic illness and may*
41 *again withdraw from the bank after five (5) consecutive*
42 *days off work).*

43
44 11.15.3.5 Any days approved by the Joint Committee that are
45 unused by the unit member shall be returned to the Bank
46 upon the unit member's return to work after the illness
47 or injury.

48
49 11.15.3.6 If a unit member is incapacitated, applications may be
50 submitted to the Joint Committee by the unit member's

1 representative as designated on the Catastrophic Leave
2 Bank enrollment form.

3
4 11.15.3.7 Withdrawals from the Catastrophic Leave Bank shall be
5 granted in units of no more than twenty (20) days. Unit
6 members may submit requests for extensions of
7 withdrawals as their prior grants expire. A unit
8 member's withdrawal from the bank may not exceed the
9 statutory maximum of twelve (12) consecutive months.

10
11 11.15.3.8 Unit members applying to withdraw or extend their
12 withdrawal from the Catastrophic Leave Bank will be
13 required to submit a physician's statement indicating the
14 nature of the illness or injury and the probable length of
15 absence from work. Members of the Joint Committee
16 shall keep information regarding the nature of the illness
17 confidential. The Joint Committee may require a medical
18 review by a physician of the Committee's choice at the
19 District's expense. Refusal to submit to the medical
20 review will nullify the unit member's application. A
21 unit member's withdrawal may not exceed the statutory
22 maximum period of twelve (12) consecutive months.

23
24 11.15.4 Other Provisions

25
26 11.15.4.1 All decisions of the Catastrophic Leave Bank Joint
27 Committee are final and shall not be subject to appeal,
28 or subject to the grievance provisions of the
29 Agreement.

30
31 11.15.4.2 Participation in the Catastrophic Leave Bank is
32 completely voluntary on the part of both donors and
33 applicants. In order to participate in the Catastrophic
34 Leave Bank, the unit member must waive any and all
35 claims against the District and/or the Association
36 arising from the administration of the Catastrophic
37 Leave Program by signing a waiver and release which
38 reads as follows:

39
40 As a requirement of, and as consideration for my
41 participation the Catastrophic Leave Bank created
42 by Article 11 (Leaves) in the Agreement between
43 the parties, I _____, hereby waive
44 and release any and all claims I may now have, or
45 may have in the future, known or unknown, against
46 the Garvey School District and/or the Garvey Education
47 Association in connection with the administration of the
48 Catastrophic Leave Bank Program.

49
50 11.15.4.3 Participant's donating sick leave days to the Bank

1 should be aware that their donation may impact their
2 STRS years of service upon retirement by the number
3 of the days donated to the Program.
4

5 11.15.4.4 All proceedings and materials related to the Catastrophic
6 Leave Bank shall be strictly confidential. Therefore,
7 Joint Committee members may only disclose such
8 information as is necessary to administer this Article.
9

10 11.16 FMLA (Family Medical Leave Act)
11

12 The District will comply with State and Federal laws, Garvey School
13 District Administrative Regulations 4161.8 (a-g), 4261.8, 4361.8, Exhibit
14 (a & b) and Exhibit 2 (a) regarding family medical care leaves. Family
15 and medical care leave shall be coordinated with other leaves available
16 under this Agreement as permitted by law.
17
18
19

20 **ARTICLE 12: EVALUATION PROCEDURES**
21

22 12.1 Evaluation and assessment of the performance of unit members shall be
23 made on a continuing basis (at least once every semester for probationary
24 and temporary unit members). Should a unit member be employed after
25 the mid-point of the first semester of a school year, evaluation for that
26 semester shall be at the option of the evaluator.
27

28 Unit members with permanent status, and fewer than ten (10) years of
29 service shall normally be evaluated, in writing, once every two (2) years.
30

31 Unit members with permanent status who have been employed at least ten
32 (10) years with the school district, are highly qualified, as defined in 20
33 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the
34 employee as meeting or exceeding standards in all areas, shall be evaluated
35 every three years if the unit member and evaluator consent to this
36 schedule. In the event the evaluator withdraws consent, notice and
37 identifiable cause(s) shall be provided to the unit member, in writing, by
38 October 15th.
39

40 The District may evaluate permanent unit members more often than the
41 minimum required if:
42

- 43 1) there is an “unsatisfactory” written evaluation during the previous
44 cycle,
- 45 2) the unit member’s current performance has significantly declined
46 since the most recent written evaluation,
- 47 3) there has been a change of work site; and/or
- 48 4) if there has been a change of grade level/teaching assignment.
49

- 1
- 2 12.2 Prior to the implementation of any change in the existing evaluation
- 3 forms, the District shall consult with the Association regarding said
- 4 possible changes.
- 5
- 6 12.3 If the unit member's evaluator is to be someone other than the unit
- 7 member's immediate supervisor, then the immediate supervisor or District
- 8 management shall notify the unit member of the name of the unit
- 9 member's evaluator(s) by October 15. If a subsequent change in the unit
- 10 member's evaluator(s) becomes necessary, and then the unit member shall
- 11 be notified on a timely basis by his/her immediate supervisor.
- 12
- 13 12.4 The Evaluation time sequence in Section 12.11 shall be followed. A good
- 14 faith attempt shall be made by the unit member and the evaluator to reach
- 15 mutual agreement on the unit member's goals and objectives. Unit
- 16 members shall have goals and objectives in conformance with District-
- 17 approved curriculum, within assigned subject areas.
- 18
- 19 12.4.1 Goals and objectives may also be required in the areas of student
- 20 discipline and other duties performed by unit members as an
- 21 adjunct to their regular assignments. Unit members who are not
- 22 assigned students on a regular basis shall have goals and objectives
- 23 in areas of primary responsibilities. Goals and objectives may also
- 24 be required in other duties performed by unit members as an
- 25 adjunct to their regular assignments.
- 26
- 27 12.4.2 If the unit member and the evaluator cannot reach a mutual
- 28 agreement on the unit member's goals and objectives, then the
- 29 evaluator shall make a decision on the unit member's goals and
- 30 objectives. The unit member may note for the record, and attach
- 31 said comments to the final determination, his/her disagreement
- 32 with the evaluator's determination of the goals and objectives.
- 33
- 34 12.5 During the course of the evaluation period, unusual circumstances may
- 35 occur which require modification of the original goals and objectives. The
- 36 determination of new evaluation elements shall be arrived at as in Section
- 37 12.4.
- 38
- 39 12.6 The evaluation process shall include the following:
- 40
- 41 12.6.1 For probationary and temporary unit members: A minimum of
- 42 two (2) classroom observations of thirty (30) minutes or more each
- 43 semester. This does not preclude informal observations as an
- 44 additional assessment technique.
- 45
- 46 12.6.2 For a permanent unit member: A minimum of two (2) classroom
- 47 observations of thirty (30) minutes or more during the school year.
- 48 This does not preclude informal observations as an additional
- 49 assessment technique.
- 50

- 1 12.6.3 An evaluation conference, including a written report with
2 recommendations, shall be scheduled not more than five (5)
3 working days after each observation of thirty (30) minutes or more,
4 for the evaluator to review the observation with the unit member.
5 Such a conference and report shall occur following an informal
6 observation, if less than satisfactory performance is observed or
7 reported.
8
- 9 12.6.4 A unit member shall be entitled to attach a written response to any
10 observation report or evaluation within seven (7) working days
11 following his/her receipt of the observation report or evaluation.
12
- 13 12.6.5 A final written evaluation by the evaluator shall be discussed with,
14 and given to, the unit member at least sixty (60) calendar days
15 prior to the end of the school year (June 30).
16
- 17 12.6.6 In order to provide an opportunity to improve their instructional
18 performance, unit members who receive a less-than-satisfactory
19 (LTS) rating on their observation report/evaluation shall be
20 entitled, upon request, to a subsequent, prearranged
21 observation with a follow-up conference and written evaluation.
22
- 23 12.6.7 The evaluator's role in assisting a unit member who receives a LTS
24 rating shall include, but not be limited to, the following:
25
- 26 1) Notification, in writing, of areas where improvements are
27 needed.
28
 - 29 2) Specific recommendations for improvement within a specified
30 time, and methods by which such improvements will be
31 assessed.
32
 - 33 3) Time schedule to monitor progress.
34
 - 35 4) Additional resources, if any, to be utilized to assist in
36 implementing such recommendations.
37
- 38 12.7 The evaluator may request a unit member to assist another unit member in
39 need of assistance. Unit members shall not formally evaluate other unit
40 members.
41
- 42 12.8 Evaluation of a unit member shall not be based upon information or
43 material which has been received by the evaluator from other sources,
44 such as parents or citizens, unless, if requested by the unit member, a
45 discussion has occurred between the unit member and the person(s) who is
46 the source of the data and the data has been reduced in writing by this
47 person. The evaluator shall make a reasonable effort to verify said
48 information and material.
49
- 50 12.8.1 The results of a Referred Participating Teacher's

1 participation in the Peer Assistance and Review
2 Program may be used in the annual evaluation.
3

4 12.9 Evaluation of performance shall not be predicated upon lawful, non-school
5 related, personal activities which have no impact or bearing on work-
6 related effectiveness of the unit member.
7

8 12.10 Evaluation Time Sequence:
9

10 The following time sequence shall be used for full-year unit members
11 falling into one of the following categories:
12

13 2nd year Probationary unit members
14 Permanent unit members
15

16 12.11 Time Line
17

18 Second Year Probationary and Permanent Unit Members
19

20	By October 31	Goal setting conference
21		
22	By February 15	One completed evaluation
23		process (refer to section 12.6) for
24		those being recommended for
25		termination or non-reelection
26		
27	By May 2	Final evaluation
28		
29	Temporary and First Year Probationary Unit Members	
30		
31	By October 31	Goal setting conference
32		
33	By May 2	Final evaluation
34		

35 12.12 While evaluation procedures may, in many cases, be related for
36 evidentiary purposes to disciplinary/discharge proceedings, discipline and
37 discharge procedures may, in appropriate cases, be undertaken
38 independently of the evaluation procedures contained in this Article. This
39 provision shall not, however, constitute a waiver of any rights a unit
40 member may have to adequate notice of performance deficiencies and
41 adequate opportunity to improve.
42

43 12.13 The District retains sole responsibility for the evaluation and assessment
44 of performance of each unit member, subject only to the above procedural
45 requirements. Accordingly, no grievance arising under this Article shall
46 challenge the substantive objectives, standards or criteria determined by
47 the evaluator or District, nor shall the grievance contest the judgment of
48 the evaluator. Any grievance shall be limited to a claim that the above
49 procedures have been violated or unreasonably applied.
50

- 1 12.14 The District and the Association agree that:
2
- 3 12.14.1 The Garvey District Performance Evaluation Document shall be
4 the instrument used to evaluate all unit members.
5
- 6 Additionally, the Evaluator shall have the discretion as to
7 whether and how to use the Peer Assistance and Review
8 results in the annual evaluation.
9
- 10 12.14.2 The Garvey District Performance Evaluation Document shall be
11 evaluated yearly by a committee comprised of representatives
12 from the District and the Association.
13
- 14 Said committee is to meet a sufficient number of times to submit
15 recommendations for the purposes of collective bargaining.
16
- 17 12.14.3 Inservice for the evaluation procedure shall be held within the
18 workday.
19
- 20 12.14.4 Four (4) areas marked “Below District Standard” on the
21 Summative Evaluation Document, while still deemed a
22 satisfactory evaluation will nevertheless trigger an assistance
23 plan. Said plan will consist of a listing of resources available to
24 both parties for the purpose of improved instruction. Timelines
25 are to be established and adhered to by both parties.
26
- 27 12.14.4.1 The unit member may elect instead to enter
28 the Peer Assistance and Review Program as a
29 Voluntary Participating Teacher.
30
- 31 12.14.5 Three (3) areas marked “Unsatisfactory” or eight (8) areas
32 marked “Below District Standard” on the Summative Evaluation
33 Document, would be deemed an unsatisfactory evaluation and
34 would also trigger the assistance plan referred to in Section
35 12.14.4.
36
- 37 12.14.5.1 If three (3) of the areas are marked
38 “Unsatisfactory” or eight (8) areas
39 are marked “Below District Standard”
40 in the following identified 12 areas on
41 the Summative Evaluation Document,
42 it would be deemed an unsatisfactory
43 evaluation and would also trigger
44 participation in the Peer Assistance and
45 Review Program:
46
- 47 • Progress of students towards standards
48 (as found in the current summative
49 evaluation) IF, IG
 - 50 • Instructional Techniques IA, IC, ID

- Curriculum Objectives IB, IE, IIA
- Suitable Learning Environment IIB, IIC, IIA, 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.

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

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

- 1) Standardized achievement test results;
- 2) Results of any tests utilized for the purpose of a School Improvement Plan;
- 3) Achievement of objectives stated in IEP's of special education students;
- 4) Utilization of any "Clinical Supervision" techniques unless specifically agreed to by the unit member being evaluated; and,
- 5) The success, or lack thereof, of a clerical or instructional aide in the performance of tasks assigned by the unit member.

ARTICLE 13: PERSONNEL FILES

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

Required Medical Information
Copies of Annual Contracts

Teacher Certificates and Other Credentials
Evaluation Reports
Tenure Recommendations
Transcripts of Academic Reports
Consulting Teacher's Reports of the participation in the
Peer Assistance and Review Program

- 13.2 Material in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved.
- 13.3 Such material is not to include ratings, reports or records which were obtained prior to the employment of the unit member involved; were prepared by identifiable examination committee members; or were obtained in connection with a promotional examination.
- 13.4 Every unit member shall have the right to inspect such materials upon request provided that the request is made when a substitute is not required and when the District is normally open for business.
- 13.5 Information of a derogatory nature, except as enumerated in Section 13.3, shall not be entered or filed unless, and until, the unit member is given notice and an opportunity to review the material and respond. A unit member shall have the right to enter, and have attached to any information of a derogatory nature, the unit member's own statement. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. It is understood that substitutes for this purpose will be provided at the sole discretion of the District.
- 13.6 Upon written authorization by the unit member, a unit member's representative shall be permitted to examine or obtain copies of non-restricted materials within the file.
- 13.7 The personnel file shall be located at the District Office.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 Definitions

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

"Grievant" shall mean a unit member(s) covered by this Agreement filing a grievance. In a case of multiple grievance claims on the same issue, the District may elect to hear only the first written grievance filed, and the decision rendered shall be applicable to all claims on the same issue,

1 arising from the same set of circumstances. In addition, the Association
2 either on its behalf, or on behalf of an affected member, shall have the
3 right to initiate a grievance which affects more than one unit member at a
4 single worksite, or unit members in more than one worksite.

5
6 “Conferee” shall mean an Association representative who shall assist the
7 unit member in presenting and processing the grievance. An immediate
8 supervisor with whom a grievance is filed may also choose a
9 representative.

10
11 “Association” shall mean the employee organization recognized by the
12 Board of Education as the exclusive representative for the unit of
13 employees covered by this Agreement.

14
15 “Days” shall mean any day on which the central administrative offices of
16 the District are open for business.

17
18 “Immediate Supervisor” shall be the first level administrator having
19 immediate jurisdiction over the grievant, and who has been designated by
20 the Superintendent to adjust grievances.

21 22 14.2 Time Line

23
24 A District grievance form shall be completed in writing by the unit
25 member within ten (10) days of the occurrence or within ten (10) days of
26 when the unit member could reasonably have known of the occurrence, act
27 or omission giving rise to the grievance.

28 29 14.3 Time Line Extensions

30
31 Time limits affected by the winter recess shall be extended by ten (10)
32 days; and time limits affected by the spring or summer recess shall be
33 extended by five (5) days.

34 35 14.4 General Provisions

36
37 14.4.1 The purpose of this procedure is to attempt to secure equitable
38 solutions to grievances. All parties agree that these proceedings
39 shall be kept informal and confidential, and that the grievant and
40 immediate supervisor should attempt to resolve the grievance at the
41 informal level.

42
43 14.4.2 The filing of a grievance shall in no way interfere with the right of
44 the District to proceed in carrying out its management
45 responsibilities subject to the final decision of the grievance.

46
47 In the event the alleged grievance involves an order, requirement
48 or other directive, the grievant shall fulfill or carry out such order,
49 requirement or other directive pending the final decision of the
50 grievance.

14.4.3 The unit member and immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.

14.4.4 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the time and date on which written grievances are received. Administration personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered.

14.5 Level I (Informal Procedure)

The unit member shall meet with the immediate supervisor to discuss the 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.

1
2 **14.8 Level IV (Binding Arbitration)**
3

4 If the grievant is not satisfied with the decision at Level III, the unit
5 member may, within ten (10) days, submit a written request to the
6 Association for arbitration of the dispute. The Association may submit the
7 grievance to arbitration within ten (10) days of its receipt of the request.
8 The Association and the District shall attempt to agree upon an arbitrator.
9 If no agreement can be reached within five (5) days, the parties shall
10 request the California State Conciliation Service to supply a panel of five
11 (5) names of persons experienced in hearing grievances. Each party shall
12 alternately strike a name until only one name remains. The remaining
13 panel member shall be the arbitrator. The order of striking shall be
14 determined by lot.
15

16 14.8.1 The arbitrator's decision shall be in writing and shall set forth the
17 findings of fact, reasoning conclusions of the issue(s) submitted.
18 The arbitrator shall be without power of authority to make any
19 decision which requires the commission of an act prohibited by
20 law or which is a violation of the terms of this Agreement. He/she
21 may not add to, subtract from, or modify this Agreement.
22 However, it is agreed that the arbitrator is empowered to include in
23 any award such financial reimbursement or other remedies as
24 he/she judges to be proper. The decision of the arbitrator shall be
25 submitted to the Association and the Superintendent, and will be
26 final and binding upon the parties. If any question arises as to the
27 arbitrability of the grievance, such question will be ruled upon by
28 the arbitrator only after he/she has had an opportunity to hear the
29 merits of the grievance.
30

31 14.8.2 All costs for the services of the arbitrator, including, but not
32 limited to, per diem expenses, his/her travel and subsistence
33 expenses, and the cost of any hearing room, will be borne equally
34 by the District and the Association. All other costs, except for
35 release time for the grievant(s), Association representative(s) and
36 others as provided by law, shall be borne by the party incurring
37 them.
38

39 **14.9 Time Limits**
40

41 14.9.1 Time limits provided for at each level shall begin the day following
42 receipt of the grievance, grievance appeal or written decision.
43

44 14.9.2 Since it is important that grievances be processed as rapidly as
45 possible, the time limits specified at each level should be
46 considered to be maximums, and every effort should be made to
47 expedite the process. The time limits may, however, be extended
48 by mutual written agreement.
49

- 1 14.9.3 In the event a grievance is filed at such a time that it cannot be
2 processed through all the steps in this grievance procedure by the
3 end of the school year; and, if left unresolved until the beginning
4 of the following school year could result in harm to an aggrieved
5 person, the time limits set forth herein will be reduced so that the
6 procedure may be exhausted prior to the end of the school year or
7 as soon as practicable.
8
- 9 14.10 Rights of Representation
10
- 11 A unit member alleging a grievance may be represented at all stages of the
12 grievance procedure by an Association-designated representative.
13
- 14 14.11 No Reprisals
15
- 16 No reprisals of any kind will be taken by any member or representative of
17 the Administration or the Board of Education against any aggrieved party,
18 any party of interest, any member of the Association or any other
19 participant in the grievance by reason of such participation.
20
- 21 14.12 Miscellaneous
22
- 23 14.12.1 If a grievance arises from action or inaction on the part of a
24 member of the administration at a level above the principal or
25 immediate supervisor, the aggrieved party shall submit such
26 grievance in writing directly to the Superintendent and the
27 Association with the processing of such grievance to commence at
28 Level III.
29
- 30 14.12.2 When it is necessary for a representative designated by the
31 Association to investigate a grievance, or attend a grievance
32 meeting or hearing during the day, he/she will, upon notice to the
33 Principal or immediate supervisor, be released without loss of pay
34 in order to permit participation in the foregoing activities. Any
35 unit member who is requested to appear in such investigations,
36 meetings or hearings as a witness will be accorded the same right.
37
- 38 14.12.3 All documents, communications and records dealing with
39 the processing of a grievance shall be filed in a separate
40 grievance file and shall not be kept in the personnel file of
41 any of the participants.
42
- 43 14.12.4 The Association and District shall mutually agree upon a form for
44 filing grievances.
45
- 46 14.12.5 Upon mutual written agreement of the Association and the
47 Superintendent, a grievance may be taken directly to arbitration.
48

1 14.12.6 A unit member may at any time present grievances to the District,
2 and have such grievances adjusted, without the intervention of the
3 Association, as long as the adjustment is reached prior to
4 arbitration and such adjustment is not inconsistent with the terms
5 of this written Agreement. If a unit member presents a grievance
6 on his/her own behalf, the Association shall have the right to be
7 present and state its views at all grievance meetings. The District
8 shall not agree to a resolution of the grievance until the
9 Association has received a copy of the grievance and the
10 proposed resolution, and has been given the opportunity to file a
11 response.
12

13 14.13 Expedited Arbitration
14

15 Upon mutual agreement of the parties, the arbitration may be held under
16 the Expedited Arbitration Rules as provided for in this Article.
17

18 14.14 Expedited Arbitration Rules
19

20 14.14.1 Representation by Counsel
21

22 Any party may be represented at the hearing by counsel or other
23 representative.
24

25 14.14.2 Attendance at Hearings
26

27 Persons having a direct interest in the arbitration are entitled to
28 attend hearings. The Arbitrator may require the retirement of any
29 witness during the testimony of other witnesses. The Arbitrator
30 shall determine whether any other person may attend the hearing.
31

32 14.14.3 Oaths
33

34 Before proceeding with the first hearing, the Arbitrator shall
35 require witnesses to testify under oath.
36

37 14.14.4 No Stenographic Record
38

39 There shall be no stenographic record of the proceedings.
40
41

42 14.14.5 Proceedings
43

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

1
2 14.14.6 Arbitration in the Absence of a Party
3

4 The arbitration may proceed in the absence of any party who, after
5 due notice, fails to be present. An award shall not be made solely
6 on the default of a party. The Arbitrator shall require the attending
7 party to submit supporting evidence.
8

9 14.14.7 Evidence
10

11 The Arbitrator shall be the sole judge of the relevancy and
12 materiality of the evidence offered.
13

14 14.14.8 Evidence by Affidavit and Filing of Documents
15

16 The Arbitrator may receive and consider evidence in the form of an
17 affidavit, but shall give appropriate weight to any objections made.
18 All documents to be considered by the Arbitrator shall be filed at
19 the hearing. There shall be no post-hearing briefs.
20

21 14.14.9 Close of Hearings
22

23 The Arbitrator shall ask whether parties have any further proofs to
24 offer or witnesses to be heard. Upon receiving negative replies, the
25 Arbitrator shall declare and note the hearing closed.
26

27 14.14.10 Waiver of Rules
28

29 Any party who proceeds with the arbitration after knowledge that
30 any provision or requirement of these rules has not been complied
31 with, and who fails to state objections thereto in writing, shall be
32 deemed to have waived the right to object.
33

34 14.14.11 Serving of Notices
35

36 Any papers of process necessary or proper for the initiation or
37 continuation of an arbitration under these rules, and for any court
38 action in connection therewith, or for the entry of judgment on an
39 award made thereunder, may be served on such party:
40

- 41 1) By mail addressed to such party or its attorney at its last
42 known address;
- 43 2) by personal service; or,
- 44 3) as otherwise provided in these rules.
45
46
47

48 14.14.12 Time of Award
49

1 The award shall be rendered promptly by the Arbitrator and, unless
2 otherwise agreed to by the parties, not later than five (5) business
3 days from the date of the closing of the hearing.
4

5 14.14.13 Form of Award
6

7 The award shall be in writing and shall be signed by the Arbitrator.
8 If the Arbitrator determines that an opinion is necessary, it shall be
9 in summary form.
10

11 14.14.14 Delivery of Award to Parties
12

13 Parties shall accept as legal delivery of the award the placing of the
14 award, or a true copy thereof, in the mail by the Arbitrator,
15 addressed to such party at its last known address, or to its attorney,
16 or personal service of the award, or the filing of the award in any
17 manner which may be prescribed by law.
18

19 14.14.15 Expenses
20

21 The expenses of witnesses for either side shall be paid by the party
22 producing such witnesses.
23
24
25

26 **ARTICLE 15: REDUCTION-IN-FORCE ACTIONS AND**
27 **EFFECTS RELATING THERETO**
28

29 15.1 In accordance with the legal provisions of the Education Code regarding
30 reduction-in-force actions by the District, nothing contained herein shall
31 be construed to impede any possible District implementation of said legal
32 provisions, or the assignment of professional bargaining unit services
33 related thereto; nor shall this article be construed to remove the reduction-
34 in-force protections of the Education Code for unit members.
35

36 15.2 The District and the Association agree that all Education Code procedural
37 requirements and provisions for layoff of unit members shall be observed
38 if the District determines that reductions in force are necessary.
39

40 15.3 The District and Association agree that alleged violations of the procedure
41 and requirements described in Sections 15.1 and 15.2 shall be excluded
42 from the provisions of Article 14 (Grievance Procedure) of this
43 Agreement.
44

45 15.4 Article 8 (Fringe Benefits) shall be construed as providing fringe benefit
46 coverage through September 30 for those unit members working a full
47 school year, including all unit members laid off as a result of a reduction-
48 in-force action by the Board of Education on or before May 15 in any
49 school year.

- 1
2 15.5 The District shall compensate all teachers laid off in accordance with a
3 reduction-in-force action at their daily rates of pay should they be utilized
4 as substitute teachers.
5
6 15.6 The District shall not bargain with any subgroup of the unit on the effects
7 of the reduction-in-force actions.
8
9 15.7 The District and the Association each voluntarily and unequivocally
10 waives the right, and each agrees that the other shall not be obligated to
11 bargain collectively with respect to any subject or matter related to
12 reduction-in-force actions, and effects related thereto, even though such
13 subject or matter may not have been within the knowledge or
14 contemplation of either or both of the parties at the time they negotiated or
15 signed this Agreement.
16
17 15.8 The Association agrees that the above language shall satisfy the parties'
18 obligation to bargain this topic during the term of this Agreement.
19
20
21

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

23

24 16.1 Academic Freedom

25

26 It is the policy of the District that all instruction shall be fair, accurate,
27 objective, and appropriate to the age and maturity of the student(s) and
28 sensitive to the community needs and values of our diverse cultures and
29 heritages. Academic freedom is essential to the fulfillment of this policy
30 and the District acknowledges the fundamental need to protect unit
31 members from censorship or restraint which might interfere with the unit
32 member's obligation to pursue truth in performance of their teaching
33 functions. Accordingly:
34

- 35 16.1.1 A unit member shall have reasonable freedom in the classroom
36 presentations and discussions, and may introduce political,
37 religious or otherwise controversial materials, provided that said
38 material is relevant to the course content, within the scope of the
39 law, and other points of view are presented; and,
40
41 16.1.2 in performing teaching functions, unit members shall have
42 reasonable freedom to express various points of view on all matters
43 relevant to the course content, in an objective manner. A unit
44 member, however, shall not utilize his/her position to indoctrinate
45 students with his/her own personal, political and/or religious
46 views.
47

48 16.2 Personal Freedom

49

- 50 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.

17.3 Site Level

17.3.1 While computing the average student to teacher ratio in this section, Dual Language Classes will not be included.

17.3.2 If the average student to teacher ratio of general education students at a grade level from grades TK through 3 reaches 24:1 at a school site, the grade level at the school is impacted.

17.3.3 If the average student to teacher ratio of general education students at a grade level from grades 4 through 6 reaches 34:1 at a school site, the grade level at the school is impacted.

17.3.4 No new or additional student transfers will be allowed into the grade level at a school site in which the grade level is impacted.

1 17.3.5 If the average student to teacher ratio of general education students
2 at a grade level **from grade TK through 3 reaches 25:1 or at a grade**
3 **level** from grade 4 through 6 reaches 35:1 at a school site, a meeting will
4 be convened including the affected teachers, a site administrator, and a
5 representative from Human Resources and a representative from GEA to
6 address how the necessary addition of students would be handled. This
7 may include reconfiguration of classes. Continuing students (either
8 students attending their school of residence or students with approved
9 transfers for continuing enrollment) will not be displaced prior to
10 matriculating to the intermediate school.

11 12 17.4 General Education Grade Level Combo Classes

13
14 17.4.1 Upon the unit member's request, the District shall make a
15 reasonable effort to provide up to three hours of instructional aide support
16 to unit members teaching general education combo classes. A regular
17 schedule will be generated.

18
19 17.4.2 Combo classes shall be filled by volunteers or on an annual
20 rotational basis in consultation with the affected teachers.

21
22 17.4.3 The District shall make a reasonable effort to keep grade level
23 combo classes in grades TK-3 inclusive to no more than 22 students.

24
25 17.4.4 The District shall make a reasonable effort to keep grade level 3/4
26 combo classes to no more than 24 students.

27
28 17.4.5 The District shall make a reasonable effort to keep grade level
29 combo classes in grades 4-6 inclusive to no more than 30 students.

30 31 **ARTICLE 18: SPECIAL EDUCATION**

32 33 **18.1 Statement of Purpose.**

34
35 **This article does not preclude unit members from coverage under all**
36 **articles of this Agreement. This article supplements and does not**
37 **supersede other articles of this Agreement.**

38 18.2 Equity

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

18.2.2 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 The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP), psychologists and speech/language pathologists 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 RSP

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

18.3.2 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 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 SDC

18.4.1 Mild to Moderate Special Day Class ("SDC") sizes shall be capped at the following levels.

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

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

18.4.2 Moderate to Severe Special Day Class ("SDC") sizes shall be capped at the following levels.

TK to 8th grade: Every effort shall be made to ensure class size does not exceed 10 students. Every effort shall be made to ensure classes shall not exceed a span of three (3) grade levels.

18.5 Speech/Language

18.5.1 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.

18.5.2 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.

18.6 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.

18.7 Special Education Due Process Hearings

18.7.1 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.

18.7.2 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.

18.8 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.

19.2 Eligibility

A unit member covered by this Agreement

19.3 Responsibilities

19.3.1 The unit member shall have been in a permanent, probationary or temporary status with the District. The unit member shall sign a one-year job-sharing agreement in conformance with this program, and agrees to return to full-time status. Job-sharing plans may vary

1 from school to school, but the opportunity for shared teaching
2 should be equally available at all school sites.
3
4 19.3.2 A unit member may participate in this program on year-to-year
5 basis, with approval by the District. The District shall inform the
6 unit member of the rationale for granting or denying the additional
7 year.
8
9 19.3.3 The exact percentage of student contact time each unit member
10 shall work shall be agreed upon by the unit members involved and
11 the principal. Both unit members shall be responsible for
12 cooperative planning time to maintain consistency in curriculum
13 and discipline.
14
15 19.4 Length of Job-Sharing Contract
16
17 The program shall be one (1) year duration.
18
19 19.5 Compensation
20
21 19.5.1 Any reduction in unit member status from full-time will result in a
22 proportionate reduction in his/her salary, benefits, State Teachers
23 Retirement System, and movement on salary schedule. Service
24 rendered under the shared teaching portion of this Article shall
25 accumulate towards credit for one (1) year service and movement
26 on the salary schedule. That is, if a unit member serves fifty (50)
27 percent the second year, the unit member will make one (1) step
28 advancement on the salary schedule the beginning of the third
29 school year.
30
31 19.5.2 The total fringe benefit cost to the District when two (2) unit
32 members are employed in a shared teaching assignment, shall not
33 be greater than if no job sharing existed. The unit members shall
34 be entitled to receive prorated District fringe benefit coverage
35 contributions in the same ratio as his/her service bears to full-time
36 employment, and may purchase remaining insurance at the District
37 group rate.
38
39 19.6 Request Procedures
40
41 19.6.1 Request(s) must be initiated by the unit member(s) to enter shared
42 teaching.
43
44 19.6.2 Job-sharing unit members shall submit a work plan that meets with
45 the approval of the Superintendent or his/her designee, no later
46 than April 1 of the preceding year.
47
48 19.6.3 Applications are subject to final approval by the District.
49
50 19.7 Conformance to Agreement

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

ARTICLE 20: PEER ASSISTANCE AND REVIEW (PAR)

20.1 Definitions

20.1.1 “Participating Teacher”

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

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

20.1.2 “Consulting Teacher”

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

20.1.3 “Beginning Teacher”

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

20.1.4 “Voluntary Participating Teacher”

A unit member who volunteers to participate in the Peer Assistance and Review Program. The purpose of participation in the Peer Assistance and Review Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher shall remain in the program for one year and may apply for a renewal to the Joint Panel.

20.1.5 Referred Participating Teacher” (Participating Teacher With An Unsatisfactory Evaluation)

1 A unit member with permanent status, whose most recent
2 performance evaluation contained an overall unsatisfactory
3 evaluation in the areas of:
4
5 • Progress of students towards standards (as found in the
6 current summative evaluation items) IF, IG
7 • Instructional Techniques IA, IC, ID
8 • Curriculum Objectives IB, IE, IIA
9 • Suitable Learning Environment IIB, IIC, IIIA, IIIB
10
11 A unit member becomes a Referred Participating Teacher when
12 three of these twelve items noted above are marked unsatisfactory
13 or eight of these twelve items are marked below district standard
14 on the summative evaluation. If a unit member becomes a
15 Referred Participating Teacher, the Referred Participating Teacher
16 is not required to participate in the assistance plan under the
17 evaluation procedures in Article 12.14.5.
18
19 20.1.6 “Evaluator” (Immediate Supervisor)
20
21 The certificated administrator appointed by the District to evaluate
22 a certificated teacher.
23
24 20.2 Purpose
25
26 20.2.1 The Peer Assistance and Review Program allows exemplary
27 teachers to assist permanent and beginning teachers in the areas of
28 subject matter knowledge, teaching strategies, and teaching
29 methods.
30
31 20.2.2 The extent of the Program’s assistance and review depends on
32 whether the participating teacher is a beginning teacher, a
33 volunteer permanent teacher, or a permanent teacher who has
34 received an overall unsatisfactory evaluation in the areas of
35 teaching methods and instruction. The Program’s assistance shall
36 be provided through the Consulting Teachers as described in detail
37 in Sections 19.14.2 and 19.14.3 of this document. This assistance
38 shall not involve the participation in nor the conducting of the
39 annual evaluation of certificated unit members as set forth in
40 Article 12 of the Agreement and Education Code 44660, et seq.,
41 except for making available to the evaluator the results of a
42 referred unit member’s participation in the Program.
43
44 20.2.3 The Program resources shall be utilized in the following priority:
45 first, for Referred Participating Teachers with an overall
46 unsatisfactory evaluation; second, for Beginning Teachers; third,
47 for Voluntary Participating Teachers on evaluation cycle; and
48 finally, for other Voluntary Participating Teachers.
49
50 20.3 Program Outline

1
2 20.3.1 Referred Participating Teachers
3

4 A unit member with permanent status who receives an
5 unsatisfactory evaluation as defined in Section 12.14.5.1 of the
6 collective bargaining agreement must participate in this Program.
7

8 20.3.2 The Consulting Teacher and the evaluator are expected to establish
9 a cooperative relationship and shall coordinate and align the
10 assistance provided to the Referred Participating Teacher.
11

12 20.3.2.1 The Evaluator, the Consulting Teacher and the Referred
13 Participating Teacher shall meet and discuss the
14 recommended areas of improvement outlined by the
15 Evaluator and the types of assistance that should be
16 provided by the Consulting Teacher. The Referred
17 Participating Teacher may request an Association
18 representative to be present at the meeting. After meeting,
19 the Consulting Teacher will provide the assistance set forth
20 in Section 19.14.3. The Consulting Teacher's assistance
21 shall focus on the specific areas recommended for
22 improvement by the Participating Teacher's evaluator.
23

24 20.3.2.2 These written recommendations shall be aligned with
25 student learning, clearly stated, and consistent with
26 Education Code Section 44662. These recommendations
27 shall be considered as the performance goals required by
28 Education Code Sections 44664(a) and 44500(b)(2).
29

30 20.3.2.3 A Referred Participating Teacher may select his or her
31 Consulting Teacher from a list of not fewer than three
32 Consulting Teachers provided by the Joint Panel. A
33 different Consulting Teacher may be requested to work
34 with the Referred Participating Teacher at any time during
35 the process when requested to do so by the Referred
36 Participating Teacher or the Consulting Teacher with the
37 approval of the Joint Panel. A change may only take place
38 once per year.
39

40 20.3.2.4 Each Referred Participating Teacher shall receive no fewer
41 than ten hours of assistance per semester from a
42 Consulting Teacher.
43

44 20.3.3 Before April 1, of the first year, the Consulting Teacher shall
45 complete a written report evaluating the teacher's participation
46 in the Program consisting solely of: (1) a description of the
47 assistance provided to the Referred Participating Teacher and
48 (2) observations of the results of the assistance in the targeted
49 areas, (3) a recommendation regarding continued participation
50 in the Program. This report shall be submitted to the Joint

Panel, with a copy also submitted to the Referred Participating Teacher and the Evaluator. In subsequent years, the Consulting Teacher shall complete before February 1, of each year, an interim report, and by April 1, of each year, a final report consisting of the same criteria described in this section. These reports shall be submitted to the Joint Panel with a copy submitted to the Referred Participating Teacher and the Evaluator.

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

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

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

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

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

20.3.3.3 The Referred Participating Teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a 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 report to the Governing Board, the Assistant Superintendent of Human Resources and the President of

the Association on the overall effectiveness of the Program for Beginning Teachers.

20.3.5 Voluntary Participating Teachers

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

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

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

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

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

20.4 Governance and Program Structure

20.4.1 Joint Panel

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

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

6 20.4.1.2 Four of the five panel members will constitute a quorum
7 for purposes of meeting and conducting business.
8
9

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

15 20.4.1.2.2 Failing consensus, decisions will be made by a
16 majority vote of four out of five members.
17

18 20.4.1.2.3 Failing consensus, in the event of a quorum,
19 decision will be made by a majority vote of three
20 out of the four members. One of the three voters in
21 the majority, must be an administrator.
22

23 20.4.1.2.4 The Joint Panel shall establish its own meeting
24 schedule. Teachers who are members of the Joint
25 Panel may be released from their regular duties to
26 attend meetings. If, in carrying out their
27 responsibilities as members of the Joint Panel,
28 teacher members find it necessary to work beyond
29 their workday of seven hours and ten minutes, they
30 shall be compensated at the agreed upon hourly rate
31 of pay established for unit members.
32

33 20.4.1.3 The Joint Panel's primary responsibilities involve
34 establishing the annual Program and budget, and selecting
35 and overseeing the Consulting Teachers. In addition, the
36 Panel is responsible for:
37

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

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

- (a) By May 31, of each fiscal year the Panel will establish a Program and budget for the succeeding year, which will include:

The estimated state revenues for the Program

The estimated expenditures, involving:

- Projected number of Participating Teachers

Projected number of Consulting Teachers needed

- Release time for the Joint Panel, Consulting Teachers, and Participating Teachers

- Pay for Panel members, if meeting outside the regular workday, shall be at the current hourly rate

- Pay for Consulting Teachers (Per item 19.14.2.7)

- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance

- (b) By June 30, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By July 31, if the parties cannot reach

1 agreement to either approve the
2 plan/budget or to modify it, the
3 plan/budget will be implemented
4 as submitted by the Panel.
5

6 20.4.1 Consulting Teachers

7
8 20.4.2.1 The qualifications for the Consulting Teacher shall
9 be set forth in the rules and procedures established
10 by the Joint Panel. The rules and procedures shall
11 constitute the following minimum qualifications:
12

13 A credentialed classroom teacher with permanent
14 status and at least five years of recent teaching
15 experience with the last three years in the Garvey
16 School District.
17

18 Demonstrated exemplary teaching ability, as
19 indicated by, among other things, effective
20 communication skills, subject matter knowledge,
21 knowledge of state frameworks and commitment
22 to district curricular goals and standards, and
23 mastery of a range of teaching strategies necessary
24 to meet students' needs in different contexts.
25

26 Ability to work cooperatively and effectively with
27 other teachers and administrators, demonstrates
28 effective leadership skills, and experience in
29 working on school or district committees.
30

31 Service as a full-time classroom teacher during the
32 year of application and each year of service.
33

34 20.4.1.2 Consulting Teacher positions shall be posted
35 by the district. Each applicant will be required to
36 submit a completed application. If the applicant
37 successfully passes the paper screening, the Joint
38 Panel shall: (1) schedule up to two classroom
39 visitations to observe directed teaching lessons, (2)
40 have an oral interview with the applicant, (3) make
41 the recommendations which will be forwarded to
42 the Superintendent for Board approval.
43

44 20.4.1.3 Consulting Teachers will be trained to offer peer
45 assistance and to understand the specific functions of the
46 Peer Assistance and Review Program.
47

48 20.4.1.4 Consulting Teachers will be selected by Referred
49 Participating Teachers from the list of no fewer than three
50 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 Beginning Teacher Support Assignment (BTSA) program teachers by the Director of Curriculum as they enter the BTSA program. The Consulting Teachers will be assigned to the Voluntary Participating Teachers by the Joint Panel.

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

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

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

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

- No unrestricted general funds shall be allocated to the Peer Assistance and Review Program.
- The stipend received by the Consulting Teachers is intended to be regarded as additional pay for additional responsibilities, not merit pay.

1 20.5.1 Consulting Teachers shall provide assistance to Participating
2 Teachers in the areas of subject matter knowledge, teaching
3 strategies, and teaching methods. This assistance may include,
4 but not be limited to, the following activities:
5

- 6 (a) meeting and consulting with the Evaluator regarding
7 the nature of the assistance needed and to be
8 provided for the Referred Participating Teacher;
9
- 10 (b) meeting with the Referred Participating Teacher to:
 - 11 • discuss the Peer Assistance and Review
 - 12 Program
 - 13 • establish performance goals
 - 14 • develop an assistance plan
 - 15 • establish a mutually agreed upon time frame
 - 16 and timeline to address the areas
 - 17 recommended for improvement
 - 18 • develop a process for determining successful
 - 19 completion of the Peer Assistance and
 - 20 Review Program
- 21
- 22 (c) monitoring the progress and providing written
23 reports to the Referred Participating Teacher for
24 discussion and review;
25
- 26 (d) providing consultative assistance to improve in the
27 specific areas targeted by the Evaluator or the
28 District Evaluation Standards;
29
- 30 (e) engaging in multiple observations of the
31 Participating Teacher for no fewer than 30 minutes
32 per observation during periods of classroom
33 instruction;
34
- 35 (f) allowing the Participating Teacher to observe the
36 Consulting Teacher and/or other selected teachers;
37
- 38 (g) attending training in specified teaching techniques
39 and/or in designated subject matter;
40
- 41 (h) demonstrating and modeling good instructional and
42 professional practices to the Participating Teacher;
43
- 44 (i) maintaining appropriate records of each
45 Participating Teacher's activities and progress;
46

47 20.5.1 The Consulting Teachers will prepare all written reports as
48 required by Section 19.13.1.3 of this Article.
49

50 20.6.1 Other Provisions

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

20.6.3 The District agrees to indemnify, hold harmless, and provide a defense to any Joint Panel member or Consulting Teacher in their role as a participating unit member as other public school employees have pursuant to Div. 3.6 (commencing with Section 810) of Title I of the California Government Code. The District additionally agrees to represent the Association through the District's legal counsel for litigation and proceedings resulting from the Association's participation in the Peer Assistance and Review Program in the event the Association is included in any such actions.

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

20.6.4 Records

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

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

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

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

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

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

1
2
3
4 **ARTICLE 21: DISCIPLINE PROCEDURE**
5

6 21.1 This Article is pursuant to Section 3543.2(b) of the Government Code.
7 This Article does not include the termination of any permanent or
8 probationary unit member, nor does it include the implementation of
9 Section 44939, 44940, 44942 of the Education Code, nor any amendments
10 to those Sections, nor to any successor laws to those Sections.
11

12 21.2 Unit members shall not be disciplined except for just cause. All
13 disciplinary action by the District shall be corrective and progressive,
14 rather than punitive. Unit members shall not be subject to disparate
15 treatment in the enforcement of the disciplinary procedures under this
16 article. The discipline imposed shall be reasonably related to
17 the seriousness of the misconduct; and/or shall be reasonable in light of
18 the number and frequency of prior incidents of misconduct by the unit
19 member.
20

21 21.3 Disciplinary action shall consist of the following:
22

23 21.3.1 A verbal warning shall first be given a unit member prior to any
24 other disciplinary action.
25

26 21.3.2 Written warnings may be given to any unit member who has first
27 received at least one verbal warning about a similar and separate
28 action or infraction within the preceding eighteen (18) months.
29 Any such warning shall be based upon verified data. Written
30 warnings shall not be placed in the unit member's personnel file at
31 the District Office, and shall be destroyed if no similar infraction
32 occurs within eighteen (18) months.
33

34 21.3.3 Written reprimands may be given to any unit member who has
35 received at least one (1) previous written warning about a similar
36 and separate action or infraction within the preceding twelve (12)
37 months. Any such reprimand shall be based upon verifiable data.
38 A copy of any reprimand shall be placed in the unit member's
39 personnel file in accordance with the provisions of Education Code
40 Section 44031.
41

42 21.3.4 Unit members may be suspended by the Superintendent, or his/her
43 designee, with or without pay, for a period of up to, but not to
44 exceed, five (5) days, if the unit member has first received a
45 written reprimand about a similar and separate action or infraction
46 within the preceding twelve (12) months, or for actions covered
47 under Article 20.4, within the preceding thirty-six (36) months .
48 The number of days of suspension imposed shall be reasonably
49 related to the seriousness of the misconduct, or shall be reasonable

1 in light of the number and frequency of prior incidents of
2 misconduct by the unit member. Any such suspension shall be
3 based upon verifiable data. A copy of all suspension orders shall
4 be given to the Association; and, placed in the unit member's
5 personnel file.
6

7 21.3.5 Suspensions, with or without pay, shall not reduce or deprive the
8 unit member of seniority or of other rights or any fringe benefits.
9 Suspensions shall not be carried over from one school year to the
10 next. Prior to any suspensions, the Superintendent, or his/her
11 designee, shall give written notice to the unit member informing
12 the unit member of the specific act or omission upon which
13 suspension is based, cause for action, specific action to be taken
14 and the right of the unit member to pre-disciplinary hearing with
15 the Superintendent or his/her designee.
16

17 21.4 For incidents of misconduct of a serious nature impacting on the health
18 and welfare of students, discipline may commence with Paragraph 20.3.3
19 (written reprimands), without first having to implement paragraphs 20.3.1
20 and 20.3.2
21

22 21.5 No unit member shall receive more than one (1) penalty for any single
23 action or infraction. No unit member shall be disciplined in a manner
24 other than that contained in Section 20.3 without their consent.
25

26 21.6 Whenever a unit member is given notice of any disciplinary action, he/she
27 shall be given concurrent notice of his/her right to appeal the decision by
28 utilization of Article 14 (Grievance Procedure); and, the right to be
29 represented by the Association.
30

31 21.7 If a grievance is filed by a unit member related to an alleged infraction,
32 then all disciplinary actions proposed by the District shall be stayed
33 pending a final decision on the grievance.
34

35 21.8 If, after having been disciplined (other than a verbal warning), a unit
36 member serves the District for twelve (12) months without the need for
37 further disciplinary action, he/she and the Association shall be given a
38 follow-up notice to that effect, which shall be attached to any original
39 notice that may have been placed in the unit member's personnel file.
40

41 21.9 All information and proceedings regarding any of the above actions or
42 proposed actions shall be kept confidential.
43

44 21.10 Any disputes arising out of this section shall be subject to the Grievance
45 Procedure.
46

47 21.11 Sexual Harassment
48

49 20.11.1 Sexual Harassment is defined as requests for sexual favors and/or
50 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.

1
2
3
4 **ARTICLE 23: SAFETY AND PROTECTION OF UNIT**
5 **MEMBERS**
6

7 23.1 Safe Working Conditions
8
9

10 23.1.1 Bargaining unit members shall not be required to work in unsafe
11 conditions, or to perform tasks that endanger their health, safety or well-
12 being, as stated by the Department of Public Health, Cal/OSHA or OSHA
13 and the District's Injury and Illness Prevention Program (IIPP).
14

15 23.1.2 Bargaining unit members shall not be directed to perform tasks that
16 endanger their health, safety or well-being.
17

18 23.1.3 Unit members who discover potential safety problems at their work
19 site shall immediately report the problem to the appropriate administrator.
20 Administration shall respond to the employee(s) within 5 working days,
21 stating what has been done to make the conditions safe, or if no actions
22 have been taken, the reasons why. Employees Unit members may be
23 required to do alternate work (within their job description) or work under
24 modified conditions, as directed until conditions are made safe for the
25 completion of the original assignments.
26

27 23.1.4 The District shall conform to and comply with all health, safety and
28 sanitation requirements imposed by local, state, or federal law or
29 regulations adopted under local, state or federal law.
30

31 23.1.5 Each school site shall appoint one GEA representative from
32 the School Site Council or the Site Safety Committee (if
33 responsibility for developing the comprehensive safety plan has
34 been delegated by the School Site Council) to the District Safety
35 Committee established to implement an injury prevention program
36 for district safety, emergency and disaster preparedness. The
37 representative shall be chosen by unit members assigned to the site
38 via election or consensus.
39

40 23.1.6 Each worksite shall have a Site Safety Committee. The School
41 Site Council may serve as the Site Safety Committee or delegate
42 responsibility to the school safety planning committee in compliance with
43 the membership requirements set forth in Education Code Section 32281.
44 The Site Safety Committee shall be responsible for developing and
45 writing a comprehensive school safety plan, pursuant to Education Code
46 32280 et seq. The committee shall develop and annually review its
47 discipline, site safety, and emergency preparedness plan. The plans shall
48 be delivered (electronically) to employees on the site on an annual basis.
49 The District Safety Committee shall provide each worksite with general

1 procedures for safety with the site committee overseeing unique site
2 issues. The committee shall make the District aware of any unaddressed
3 safety issues.

4
5 23.1.7 The District shall provide each classroom and major work area
6 with first aid kits containing rubber gloves, basic first aid supplies,
7 emergency toileting supplies and other items which may be unique to a
8 specific work location.

9
10 23.1.8 The District shall keep all school grounds and facilities free of
11 unwanted rodents, pests, and insects such as ants, roaches and fleas. If
12 insecticides or poisons are used, the District shall notify unit members
13 of the names of the chemicals used at least 24 hours, while school is in
14 session, in advance of their use. The District shall only apply them
15 when unit members and pupils are not present, allowing sufficient
16 time for toxic effects to wear off before humans re-enter the affected
17 area.

18 19 20 23.2 Emergencies/Disasters

21
22 23.2.1 In the event of an emergency closure of District facilities by a
23 governmental agency outside the District, including but not limited to
24 natural disaster, quarantine, or government order, unit members shall
25 receive compensation in accordance with state and county regulations. In
26 the event of an emergency closure of District facilities by the District, unit
27 members shall receive their daily rate of pay and benefits. - If make-up days
28 are required by law, the District shall negotiate said days with the
29 Association.

30
31 23.2.2 In the event of a general emergency or disaster during the normal
32 workday, unit members shall be expected to remain at their respective sites
33 until given other instructions by the site administrator or his/her designee.
34 The site administrator shall make a reasonable effort to meet the needs of
35 unit members with respect to their families. If unit member assistance is
36 required beyond the workday, unit members shall be released for a
37 reasonable time, on a rotating basis, to attend to family needs. If required to
38 return to their work site, the unit member may be accompanied by family
39 members for the duration of the emergency.

40 41 42 23.3 Pupil Suspension by Teacher

43
44
45 23.3.1 A bargaining unit member may suspend a pupil from her/his class
46 for the day of the suspension and the day following any act enumerated
47 in Education Code Section 48900, in accordance with Education Code
48 Section 48910. The official District form for "Suspension by Teacher"
49 will be readily available in the school site office.

1 23.3.2 The unit member shall immediately report the suspension
2 to the site administrator (or designee) and send the pupil to the
3 administrator (or designee) for appropriate action.
4

5 23.3.3 The bargaining member shall ask the parent or guardian of the pupil
6 to attend a parent-teacher conference regarding the suspension, pursuant to
7 EC48910. A school administrator shall attend the conference if the teacher
8 or the parent or guardian so requests.
9

10 23.3.4 The pupil shall not be returned to the bargaining unit member's
11 class during the period of suspension without the bargaining member's
12 agreement.
13

14 23.3.5 The pupil shall not be placed in another regular class during the
15 period of suspension. If the pupil is assigned to more than one class per
16 day, this section shall apply only to classes scheduled during the same
17 time as the class from which the pupil was suspended.
18
19

20 23.4 Assault on a Unit Member 21

22 23.4.1 The District shall make a reasonable effort to provide for the
23 safety of unit members. The District and Association agree to comply
24 with all applicable requirements of the Education Code related to safety,
25 including Education Code sections 44014 [report of assault or threats by
26 pupil against school employee], and Education Code section 49079
27 [notification to teacher of pupils whose actions are grounds for
28 suspension or expulsion].. Alleged violations of such Education Code
29 provisions shall ~~not~~ be subject to the Grievance Procedure set forth in
30 Article 14 of this Agreement.
31

32 23.4.2 Upon reasonable request of the unit member, the District may
33 pursue legal action against a pupil or pupil's parent or guardian if a unit
34 member's person or property is injured or damaged by the willful
35 misconduct of the pupil which occurs during the course and scope of
36 employment in accordance with Education Code Section 48905.
37

38 23.4.3 The District shall provide appropriate support, which may include
39 legal and other assistance, to unit members who are assaulted while in
40 performance of their duties.
41
42

43 23.5 Physical and Emotional Safety 44 45

46 23.5.1 The District shall provide a safe workplace that protects unit
47 members from physical and emotional violence, sexual harassment, and
48 other abuse.
49

1 23.5.2 This provision does not waive a unit member's right to other
2 recourse through administrative agencies or courts.
3
4
5

6 **ARTICLE 24: SITE-BASED DECISION MAKING (SBDM)**
7

8 24.1 The parties agree that dialogue continue toward the mutual understanding
9 and development of working relationships prior to agreement and
10 implementation of site-based decision making in the District.
11
12
13

14 **ARTICLE 25: MANAGEMENT RIGHTS**
15

16 25.1 The District retains all statutory and constitutional rights and powers
17 which it has not agreed to limit in this Agreement.
18
19
20

21 **ARTICLE 26: CONCERTED ACTIVITIES**
22

23 26.1 The Association agrees not to strike, slowdown or otherwise disrupt the
24 normal educational activities of the District during the term of this
25 Agreement.
26

27 **ARTICLE 27: NEGOTIATIONS TIME LINE**
28

29 27.1 The parties agree that the Association shall submit its initial proposals no
30 later than the second Board of Education meeting in February and that the
31 parties shall begin meeting and negotiating no later than twenty calendar
32 days following the second Board of Education meeting in June.
33
34
35

36 **ARTICLE 28: OMISSIONS AND ERRORS**
37

38 28.1 This document, while negotiated and made ready for print in good faith by
39 both parties, may contain omissions and errors. It is the intent of both
40 parties to jointly rectify said omissions and errors within ninety (90) days
41 of the ratification of this current Agreement. This time line may be
42 extended by mutual agreement.
43
44
45
46

1 **ARTICLE 29: EFFECT OF AGREEMENT**
2

3 29.1 It is understood and agreed by the District and the Association that the
4 specific provisions in this Agreement shall prevail over District practices
5 and procedures and over State law to the extent permitted by State law.
6
7
8

9 **ARTICLE 30: SAVINGS PROVISION**
10

11 30.1 If any of the provisions of this Agreement are held to be contrary to law by
12 a court of competent jurisdiction, such provisions will not be deemed valid
13 except to the extent permitted by law; however, all other provisions will
14 continue in full force and effect.
15
16
17

18 **ARTICLE 31: YEAR ROUND EDUCATION**
19

20 31.1 **Year Round Education -Multiple Track (YRE M/T)**
21

22 31.1.1 The District and Association agree that the following terms and
23 conditions of employment shall prevail for the duration of this
24 Agreement, for the members of the bargaining unit assigned to
25 YRE M/T
26

27 31.1.1.1 All YRE M/T schools shall commence their school
28 year on the same calendar day.
29

30 31.1.1.2 For YRE M/T schools, there shall be 177 days for
31 instruction. There shall be 178 work days for teachers,
32 pursuant to Article 4 (Work Year) of the Agreement. See
33 Appendix C2
34

35 31.1.1.3 Instructional minutes for YRE M/T shall be no less than:
36

37 K 206 minutes per day; 36,000 minutes per
38 1-3 289 minutes per day; 50,400 minutes per year
39 4-6 310 minutes per day; 54,000 minutes per year
40

41 31.1.1.4 Article 5 (Duty Hours) is modified for YRE M/T teachers
42 to reflect duty hours equal to the total of minutes per year
43 as in the traditional schools.
44

45 31.1.1.5 Every reasonable alternative will be considered to avoid
46 roving/rotating unit members. These alternatives may
47 include, but not be limited to, such alternatives as twelve-
48 month unit members, boundary changes, maximum

1 enrollment and transportation. Roving/rotating
2 assignments shall be voluntary and not be given without
3 the mutual consent of the unit members directly involved.
4 Should there be no volunteer for the roving/rotating
5 assignment in any given year, the selection of the unit
6 member to fill this position shall be predicated upon
7 seniority, beginning with the least senior unit member,
8 exempting first year teachers; and thereafter, rotated on a
9 year-to-year basis to the extent that such rotation is
10 practicable. The District shall provide assistance in
11 moving materials to any new work locations. Adequate
12 storage shall be provided for roving/rotating unit
13 members. Special consideration shall be made to avoid
14 roving/rotating unit members in kindergarten through
15 first grade (K-1) settings. The roving/rotating unit
16 member is free of yard duty, not responsible for room
17 environment; and shall serve in this capacity for no more
18 than one (1) year.

19
20 31.1.1.6 Intersession teaching assignments shall be voluntary and
21 not given without the mutual consent of the unit
22 member(s) directly involved. Intersession teaching
23 assignments shall be filled by members of the bargaining
24 unit, and shall be compensated at 5/7 of appropriate Step
25 and Column. District to pickup 5/7 of unit member's
26 fringe benefits. Said YRE M/T intersession teaching
27 assignments shall be for no more than 183 days per year;
28 additional days to be on a voluntary basis and
29 compensated at Certificated hourly rate. The District and
30 the Association agree that unit members assigned to YRE
31 M/T intersession positions shall qualify for salary
32 schedule step advance provisions pursuant to Article 6:
33 Salary. The District shall provide assistance in moving
34 materials to any new work location. Adequate storage
35 shall be provided for intersession teachers. The
36 intersession program will be operated under the direct
37 supervision of a certificated intersession teacher who will
38 be assisted by instructional assistants so that the
39 adult/student ratio will approximate 1:15.

40
41 31.1.1.7 Support staff personnel in year-round programs shall be
42 at the level of service no less than what is offered in the
43 traditional program. A support staff's annual assignment
44 shall be by mutual consent (as a normal procedure) and
45 shall be in conformance with State law.

46
47 31.1.1.8 Unit members shall be eligible for unpaid leave of
48 absence for up to one session of track assignment,
49 without losing their track assignment, as provided for in
50 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.

31.1.1.11 The substitute bank for YRE M/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 from YRE M/T schools shall be given priority to substitute in other 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 M/T schools (or in traditional schools) shall annually notify the Human Resources Office, in writing.

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

31.1.1.13 Evaluation procedure shall conform to those of all other unit members.

31.1.1.14 Leaves shall conform to Article 11: Leaves.

31.2 Year Round Education -- Single Track (YRE S/T)

31.2.1 The District and the Association agree that the following terms and conditions of employment shall prevail for the duration of this Agreement, for the members of the bargaining unit assigned to the YRE S/T school:

31.2.1.1 All YRE S/T schools shall commence their school year

on the same calendar day.

31.2.1.2 For the YRE S/T schools, there shall be 182 days for instruction. There shall be 183 work days for teachers, pursuant to Article 4 (Work Year) of the Agreement. See Appendix C2.

31.2.1.3 Instructional minutes for YRE S/T shall be no less than:

K 201 minutes per day; 36,000 minutes per year

1-3 281 minutes per day; 50,400 minutes per year

4-6 301 minutes per day; 54,000 minutes per year

31.2.1.4 Article 5 (Duty Hours) is modified for YRE S/T teachers to reflect duty hours equal to the total amount of minutes per year as in traditional schools.

31.2.1.5 Support staff personnel in YRE S/T schools shall be at a level of service no less than what is offered in the 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

32.1 The term of this agreement shall be for three (3) years, effectively July 1, 2019 – June 30, 2022.

1 In the 2022-2023 year, the District and the Association shall have the
2 following items open.
3
4 Salary
5 Fringe Benefits
6 Calendar
7 Up to three (3) articles chosen by each side.
8
9

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

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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.

- 1 c. Effective January 1, 2004, the District shall pay the sum of \$32.20 per
 2 month provided the retiree chooses a health plan offered by the District.
 3 Effective January 1, 2005, the District contribution will change to \$48.40
 4 per month. Effective January 1, 2006, the District contribution will
 5 change to \$64.60 per month. In order to receive this benefit, the retiree
 6 must be enrolled in a health plan offered by the District.
 7
 8 d. Dental/Vision and Life Insurance coverage provided by the District to age
 9 sixty-five (65).

10 The EMPLOYEE hereby elects the following medical and fringe benefit coverage:
 11
 12

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

- 13
 14 2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone
 15 number at which EMPLOYEE may be contacted.
 16
 17 3. This agreement may not be amended without the written consent of both
 18 parties. This agreement is the sole agreement between DISTRICT and
 19 EMPLOYEE and the parties expressly acknowledge no other written or oral
 20 representations or agreement between the parties regarding retirement. The
 21 parties further acknowledge representation by anyone else shall not have any
 22 force or effect without written approval of both parties.
 23
 24 4. EMPLOYEE shall assume the risk and be solely responsible for the payment
 25 of any taxes, interest, penalties, or valid withholdings on the sums referred
 26 to in this agreement. DISTRICT shall not be obligated to reimburse
 27 EMPLOYEE for any such taxes, nor shall any such assessment against
 28 EMPLOYEE constitute a breach of this agreement. DISTRICT has no
 29 responsibility to advise EMPLOYEE regarding the tax consequences of
 30 participation in any part of this agreement and is encouraged to consult with
 31 a tax advisor prior to participation in this agreement.
 32

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

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

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

40
 41 GARVEY SCHOOL DISTRICT _____ DATE _____
 42 (FOR DISTRICT)

43
 44 OF LOS ANGELES COUNTY, CALIFORNIA
 45

46
 47 EMPLOYEE'S SIGNATURE _____ DATE _____
 48 Board approved: May 31, 2018
 49 Revised: December 21, 2018

1 GARVEY SCHOOL DISTRICT
2 Rosemead, California
3

4 **CERTIFICATED RETIREMENT AGREEMENT**
5 **ANCILLARY SERVICES PLAN**
6

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

11
12 WHEREAS, EMPLOYEE is interested in Ancillary Services Plan benefits; and
13

14 WHEREAS, DISTRICT wishes to provide Ancillary Services benefits to its
15 Certificated employee who has reached the age of fifty (50) and has rendered a
16 minimum of ten (10) years service to the District. The unit member in this
17 program shall resign his/her position with the District and shall not return to
18 regular employment with the District except under exceptional circumstances.
19

20 Length of contract for services shall be for a period of two (2) years. A
21 participant will serve twenty (20) days per fiscal year in services mutually agreed
22 upon by the unit member and the District. Termination of the contract prior to
23 completion of the two (2) years shall be my mutual agreement. This contract
24 may be extended for up to a total of five (5) years upon mutual agreement of
25 participant and District.
26

27 NOW, THEREFORE, BE IT AGREED as follows:
28

29 EMPLOYEE agrees to retire from DISTRICT'S employment by
30 _____
31

32 **Section I: Benefits Available During The Ancillary Services Contract**
33

- 34 1. In consideration for services rendered to DISTRICT by EMPLOYEE, and
35 EMPLOYEE'S retirement under the DISTRICT'S Ancillary Services Retirement
36 Plan, incorporated by reference herein as though fully set forth, DISTRICT
37 agrees to provide employee with the following benefits:
38
- 39 a. A contract for a period of two (2) years, at twenty (20) work days per year
40 at a compensation rate that is equivalent to the member's per diem rate
41 based on his/her salary schedule placement.
42
 - 43 b. Unit members entering the plan are to be afforded a mutually agreed
44 upon description of specific duties and specified amount of duty time
45 refined into calendrical dates and hours.
46
 - 47 c. The District shall pay the premium for health/fringe benefits at the same
48 rate that is provided full-time unit members consistent with Article 8 of
49 the collective bargaining agreement.
50
 - 51 d. The benefits listed above shall change each year at an amount equivalent
52 to the change in salaries and fringe benefits granted full-time members.
53

54 The DISTRICT and EMPLOYEE hereby agree to the following work schedule:
55

56 **Section II: Benefits Available Upon Completion of Ancillary Services**
57 **Contract**
58

- 59 1. Under the DISTRICT medical coverage health benefits equal to, but not to
60 exceed, the cost of the premium for the least expensive health plan to age
61 sixty-five (65).

- 1 a. Any additional premium costs or premiums for additional coverage shall
2 be the Retiree's sole responsibility.
3
- 4 b. Effective January 1, 2010, the District shall pay the sum of \$106.00 per
5 month provided the retiree chooses a health plan offered by the District.
6 In order to receive this benefit, the retiree must be enrolled in a health
7 plan offered by the District.
8
- 9 c. If the retiree retires prior to his/her 60th birthday, Dental/Vision care
10 provided by the District to age 65. If the retiree retired after his/her 60th
11 birthday, Dental/Vision care provided for five (5) years after the date of
12 retirement.
13
- 14 d. UNUM Life coverage, to age sixty-five (65) provided by the District.
15

16 The EMPLOYEE hereby elects the following medical and fringe benefit coverage:
17

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

- 18
- 19 2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone
20 number at which EMPLOYEE may be contacted.
21
- 22 3. This agreement may not be amended without the written consent of both
23 parties. This agreement is the sole agreement between DISTRICT and
24 EMPLOYEE and the parties expressly acknowledge no other written or oral
25 representations or agreement between the parties regarding retirement. The
26 parties further acknowledge representation by anyone else shall not have any
27 force or effect without written approval of both parties.
28
- 29 4. EMPLOYEE shall assume the risk and be solely responsible for the payment
30 of any taxes, interest, penalties, or valid withholdings on the sums referred
31 to in this agreement. DISTRICT shall not be obligated to reimburse
32 EMPLOYEE for any such taxes, nor shall any such assessment against
33 EMPLOYEE constitute a breach of this agreement. DISTRICT has no
34 responsibility to advise EMPLOYEE regarding the tax consequences of
35 participation in any part of this agreement and is encouraged to consult with
36 a tax advisor prior to participation in this agreement.
37

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

40
41 GARVEY SCHOOL DISTRICT _____ DATE _____
42 (FOR DISTRICT)

43
44 OF LOS ANGELES COUNTY, CALIFORNIA
45

46
47 _____ DATE _____
48 EMPLOYEE'S SIGNATURE
49

50 Board approved: May 31, 2018
51 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.

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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 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.
6. 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.
7. DISTRICT agrees to provide Health and Welfare Benefits in accordance with the contract agreed to be the Garvey Education Association (GEA).

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

GARVEY SCHOOL DISTRICT: _____
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA.

EMPLOYEE'S SIGNATURE

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