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ARTICLE 1: AGREEMENT

1.1 This Agreement is between the Garvey School district (hereinafter referred to as “District”) and the Garvey Education Association/California Teachers Association/National Education Association (hereinafter referred to as “Association”).

ARTICLE 2: RECOGNITION

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

2.2. Positions included/excluded for the Bargaining Unit are attached as Appendix A.

ARTICLE 3: ORGANIZATIONAL SECURITY (FAIR SHARE)

3.1 Any unit member who is a member of the GEA/CTA/NEA, or who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary warrant of the unit member each month for ten (10) months.

Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.2 Any unit member who is not a member of the GEA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of cash membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.1.

3.3 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 3.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided
in Education Code Section 45061, and in the same manner as set forth in
Section 3.1. There shall be no charge to the Association for such mandatory
agency fee deductions.

3.4 Any unit member who is a member of a religious body whose traditional
tenets or teachings include objections to joining or financially supporting
employee organizations shall not be required to join or financially support
GEA/CTA/NEA as a condition of employment; except that such unit member
shall pay, in lieu of a service fee, sums equal to such service fee to one of the
following nonreligious, non-labor charitable organizations exempt from
taxation under Section 501 (c) (30) of Title 26 of the Internal Revenue Code:

1) Foundation to Assist California Teachers
2) Dorothy Morris Byerly Scholarship Fund
3) Family Counseling Service of West San Gabriel Valley

3.5 Proof of payment and a written statement of objection along with verifiable
evidence of membership in a religious body whose traditional tenets or
teachings object to joining or financially supporting employee organizations,
pursuant to Section 3.3, shall be made on an annual basis to the Association
and District as a condition of continued exemption from the provision of
Sections 3.1 and 3.2. Proof of payment shall be in the form of receipts and/or
canceled checks indicating the amount paid, date of payment, and to whom
payment, in lieu of the service fee, has been made. Such proof shall be
presented on or before October 31 of each school year.

3.6 Any unit member making payments as set forth in Sections 3.4 and 3.5, and
who requests that the grievance or arbitration provisions of this Agreement be
used in his or her behalf, shall be responsible for paying the reasonable cost of
using said grievance or arbitration procedures.

3.7 With respect to all sums deducted by the District pursuant to Sections 3.1 and
3.2, whether for membership dues or agency fee, the District agrees to remit
promptly such monies to the Association, accompanied by an alphabetical
listing of unit members for whom such deductions have been made,
categorizing them as to membership or non-membership in the Association,
and indicating any changes in personnel from the list previously furnished.

3.8 The Association agrees to furnish any information needed by the District to
fulfill the provisions of this Article.

3.9 Hold Harmless

3.9.1 The Association agrees to pay to the District all legal fees and legal
costs or court costs incurred in defending against any court action
and/or administrative action before the Public Employment Relations
Board challenging the legality or constitutionality of the agency fee
provisions of this Agreement or their implementation.
3.9.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 3.9.1 shall or shall not be compromised, resisted, defended, tried or appealed.

3.9.3 The Association shall have, at its option, the right to provide an attorney for the legal defense referred to in Paragraph 3.9.2.

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 (Two days per year)

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

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 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.

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

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

5.3.2 A.M. and P.M. Pre-School schedules may be amended at the individual school sites, in consultation with staff and site administrator, to allow for an overlapping of schedules.

5.4 All adjunct duties within the workday, which do not require full faculty participation shall be equitably distributed among unit members.

5.5 Any services by a unit member beyond the contractually specified time, which involves non-classroom supervision of students, shall be on a voluntary basis.

5.6 There shall be an equal amount of instruction time per week within each organizational division of the District. That is, the primary grades at every school in the district shall have an equal amount of instructional time, the upper grades and so on. The time is broken down weekly to allow for a modified day at the discretion of local schools.

5.7 The instructional minutes for the Traditional School Year shall be no less than:

<table>
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<tr>
<th>Grade</th>
<th>Minutes per Day</th>
<th>Minutes per Year</th>
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<tbody>
<tr>
<td>Pre-School</td>
<td>201</td>
<td>36,000</td>
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<tr>
<td>K-3</td>
<td>281</td>
<td>50,400</td>
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<tr>
<td>4-6</td>
<td>301</td>
<td>54,000</td>
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<tr>
<td>7-8</td>
<td>325</td>
<td>58,500</td>
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See Article 30 for Year-Round Education instructional minutes.

5.8 Lesson Plans shall be submitted to the principal on a weekly basis or as directed by the site administrator.

5.9 Lunch Period

5.9.1 There shall be forty-four (44) minutes of duty-free, uninterrupted lunch period for grades pre-school through eight, except for rainy-day schedules and designated “Environmental Days”, wherein said lunch period shall be no less than thirty (30) minutes.

5.9.2 The site administrator will collaborate with staff in developing the procedures for the implementation of rainy-days.
5.9.3 Those minutes of increased instructional time, incurred during rainy-day scheduled school days due to shortened lunch periods, shall be accrued and utilized to provide shortened days at the rate of one (1) shortened day for every four (4) rainy-day scheduled days. Said shortened days are to be scheduled by the District in consultation with the site administrator and the certificated staff at the site. This time shall be used for unit member preparation. On Schedule shortened days, students will be dismissed one (1) hour early.

5.9.4 An “Environmental Day” may be called by the Superintendent/designee whenever there is a health or safety risk which is not covered by California Gov. Code 3100. An “Environmental Day” shall be accrued in fifteen (15) minute increments and shall be added to the accrued time for rainy-days.

5.9.5 No rainy-day time will be accrued after June 1st of the current school year.

5.9.6 All shortened days as defined in Sections 5.9.3 and 5.9.4 must be scheduled by June 1st of the current school year.

5.9.7 When a school has less than one (1) hour of accrued minutes by June 1st, the site will be able to take these minutes in fifteen (15) minute increments by utilizing extended duty-free lunch periods. The site administrator will collaborate with staff in developing the extended lunch period schedule.

5.9.8 A maximum of one (1) fifteen (15) minute increment per lunch period per day can be used to extend the lunch period up until the day before the last day of school.

5.10 Early Release Day

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

5.11 Prep Periods at the Intermediate Schools

As part of the workday, a full time intermediate school teacher shall have the equivalent to one daily preparation period averaged over any two week period. The planning/preparation period shall be equivalent to one teaching period. The time is broken down into two week increments to allow for a modified day (e.g. block schedule) at the discretion of local schools. Preparation periods may be used for lesson preparation, planning, parent and student conferencing and other professional responsibilities.
In the absence of available substitute teachers, intermediate school teachers may be requested to substitute for absent teachers during their planning/preparation period. Teachers will be chosen on a voluntary basis. If no volunteers are available, teachers will be chosen on a rotational basis. Teachers covering another class during their planning preparation period will be compensated pro rata at the prevailing substitute teacher rate.

ARTICLE 6: SALARY

6.1 Salary Classification Requirements

6.1.1 Credit for college and university training: The following criteria shall govern the credit for 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 unit members.

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

6.3.1 In 2002-2003, the GEA shall receive a 1% increase in salary effective July 1, 2002. In 2002-2003, an additional amount equal to a 1% salary was applied to cover full medical benefits under PERS. On July 1, 2003, the additional 1%, which covered full medical benefits under PERS, will be converted to a 1% increase on the salary schedule. The GEA accepts a benefit cap for the 2003-2004 year.

6.3.2 Therefore, for the 2002-2003 contract year, the certificated salary schedules A, I, U, V, and Y shall be increased by 1% effective July 1, 2002 and an additional 1% effective July 1, 2003.

6.3.3 In the event the District increases the compensation to any other employee group in the 2003-2004 contract year, the GEA shall receive the increased compensation.

6.4 Hourly Rate of Pay

6.4.1 Effective June 20, 2006 the hourly rate for extra assignments is $30.00 an hour.

6.4.2 The hourly rates do not apply to payment for the voluntary Staff Development Program.

6.5 Anniversary Increments

An annual stipend shall be given unit members starting their sixteenth (16) year with the Garvey School District. The following guidelines shall be followed:

1) Unit member has satisfactory service, which shall be defined as re-employment.
2) Unit member must be in Column V. Increments must be based on Column I, Step 1 of the base salary, as follows:

- 7% for years 16 - 20
- 14% for years 21 - 25
- 21% for years 26 and beyond

6.6 Master’s Stipend

6.6.1 An annual stipend equal to seven (7%) percent of Column I, Step 1 of the base salary shall be added for those unit members possessing a Master’s Degree. The criteria listed in 6.1.1.8 will be utilized for unit members who begin advanced degree programs after July 1, 2000.

6.7 Doctoral Stipend

6.7.1 An annual stipend equal to seven (7%) percent of Column I, Step 1 of the base salary shall be added to those unit members possessing a doctoral degree. The criteria listed in 6.1.1.8 will be utilized for unit members who begin advanced degree programs after July 1, 2000.

6.7.2 A doctoral program with a verifiable embedded master’s degree qualifies for both a master’s and a doctoral stipend. Verifiable documentation may include, but is not limited to, a university catalogue, a diploma, a letter from the department chair or dean of the college.

6.8 Special Education Stipend

An annual stipend of $1,000 shall be added for those unit members who possess a special education credential and are assigned to teach a special education class or serve as a special education resource teacher.

6.9 Bilingual Stipends

6.9.1 The stipend for unit members who possess a Bilingual Cross-Cultural Language credential, or certificate of competency (BCC), and are assigned to teach in a bilingual classroom/program, shall be $1,400.

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

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

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

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

6.9.5 The District agrees to pay for all District sponsored classes and/or
training related to obtaining a BCLAD, CLAD, or Hughes SB1969
certificate.

6.9.6 The parties agree to continue discussions that will produce an
agreement on future compensation of all stipends.

6.9.7 Both parties agree to comply with State/Federal mandates regarding
Bilingual Education.

6.10 Recruitment Bonus

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

6.11 Pay Period

6.11.1 Unit members shall be paid their monthly salary on the last day of
the month that the District Office is open.

ARTICLE 7: RETIREMENT

7.1 Half-Time Teaching with Full Retirement Credit

7.1.1 Definition

Reduced services employment shall be:

1) Equivalent of one-half the number of sequential days of
service required by the unit member’s contract of
employment during his/her final year of service in a full-time
position, and will commence on the first day of the first half
of the work year, or the first day of the second half of the
work year; or,

2) Equivalent of half-time employment per day for the full
school year.

7.1.2 Requirements

A unit member must 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.

7.1.2.1 For purposes of this Paragraph:

1) Sabbaticals and other approved leaves of absence shall
not constitute a break of service; and,

2) Time spent on a sabbatical or other approved leave of
absence shall not be used in computing the 5-year,
full-time service requirement prescribed by this
Paragraph.

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

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

7.1.3 Compensation

A unit member shall be paid a salary which is the prorate 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.

7.1.4 Effects on Benefits

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

7.1.5 Request Procedures
A unit member shall file an application for reduced services employment with the Human Resources Office by the first week of March for the following school year. The option of part-time employment shall be exercised at the request of the unit member.

7.1.6 Return to Full-Time Employment

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.

7.2 Ancillary Services Contract

7.2.1 Definition

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

7.2.2 Requirements

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

7.2.3 Length of Contract

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

7.2.4 Compensation

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

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

3) The benefits listed above shall be predicated upon the current salaries, and health and fringe benefits granted full-time unit members.

7.3.5 Request Procedure

The unit member shall file an application with the Human Resource Office by the first week of March 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) $5000 for the first fifteen (15) years of service;

2) $250 for each additional year beyond year fifteen (15);

3) 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).

4) Dental/Vision care provided by the District;

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

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

7.5 Retiree Medical Benefits

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

Effective January 1, 2004, the District shall pay the sum of $32.20 per month provided the retiree chooses a Medicare supplement plan offered by the District’s provider.

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

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

ARTICLE 8: HEALTH/FRINGE BENEFITS

8.1 The District shall provide unit members with medical, dental, vision and basic life insurance. The life insurance benefit will increase to $20,000 for GEA unit members effective the 2007-2008 school year. Effective February 1, 2007, the District shall contribute a maximum of $9,500 per year towards these benefits. The unit members shall pay for costs in excess of benefit cap.

8.2 It has been the practice of the Garvey Education Association and the Garvey School District for unit members who need a family plan (more than 2 parties) to provide at least one plan without a premium expense to the unit member. Unit members choosing the lowest family plan and lowest dental and vision plan will have their total cost for medical, dental, vision, and basic life insurance ($20,000) paid for by the District regardless of the $9,500 cap. Currently the Kaiser family plan and the Delta Dental PMI costs exceed the $9,500 cap. Should the cost of the lowest family plan drop, the unit member may choose an alternative dental plan subject to the $9,500 cap.
8.3 In the event the District increases the benefit cap (medical, dental, vision, life $20,000) above $9,500 for any other employee group, the GEA shall receive the increased benefit cap.

8.4 Domestic Partners:
Effective January 1, 2004, the District agrees to include domestic partners and their dependents in the benefit package. The Association and the District will meet and develop criteria, taking into account the requirements of the health provider.

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

8.6 Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

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

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

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

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

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

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

8.9 The District Insurance Committee shall be comprised of four (4) representatives from District administration, four (4) representatives plus the unit president from the Garvey Education Association (GEA) and four (4) representatives plus the unit president from the California State Employees Association (CSEA), Chapter 292.
ARTICLE 9: SENIORITY

Seniority is defined as the unit member’s initial date of service in the bargaining unit, with the following provisions:

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

Permanent
Probationary 2
Probationary 1
Temporary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: VACANCY/TRANSFER/REASSIGNMENT

10.1 Definitions:

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

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

“Reassignment” is the movement of a unit member from one subject area to another subject area, or one grade level to another grade level, or one track to another track at the same work location. Reassignment may be voluntary (unit member initiated) or involuntary (District initiated).
1 “Newly Created Position” is a position not previously held by a unit
member and which requires a new job description.

10.2 Vacancies:

10.2.1 Notification During Current Year

The District shall deliver to the Association, and post in all schools,
a list of vacancies. Said list shall contain:

1) A closing date which is at least ten (10) working days following
the posting date.

2) Qualifications necessary to meet the requirements of the
position as appropriate.

3) No permanent assignment to fill the vacancy(s) shall be made
until after the closing date. Vacancies shall be filled as soon as
possible.

4) If a Resource Teacher position becomes vacant, the position will be
flown District-wide. The applicant will be selected by a panel of
school representatives.

10.2.2 Notification for Subsequent Year

10.2.2.1 The District shall deliver to the Association, and
post in all schools, a list of anticipated vacancies for the
following school year, by May 1 of the current school
year.

10.2.2.2 The District shall, upon request by a unit
member, notify 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 shall be renewed every six (6) months.

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

10.2.3 The District shall, upon request of the unit member, deliver
in writing, the reasons for the unit member not receiving the
vacated or newly created position.

10.2.4 No outside applicant shall be selected to fill a vacancy if
there is a qualified unit member applicant.
10.2.5 Vacancies shall be filled, whenever possible, as follows:
first, by voluntary reassignment; second, by voluntary transfer.

10.2.6 Vacancies filled in accordance with this section shall be subject to
the criteria set forth in 10.3.5. This section shall not apply to
newly created positions.

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 shall include the grade
and/or subject to which the unit member desires to be assigned and the
school or schools to which the unit member desires to be transferred
(in order of preference). Unit members desiring a transfer for the
following year shall file a request, on the form prescribed by the
District, to the Human Resources Office by April 15 of the current
school year.

10.3.2 If a unit member’s request for a voluntary transfer is denied, the unit
member shall be granted, upon request, a meeting with the
administrator who denied the request to discuss the reasons for the
denial. The unit member may request, and shall receive, written
reasons for the denial following said meeting.

10.3.3 If two (2) or more unit members with the appropriate credentials apply
for a vacancy, the provisions of Section 10.3.5 shall apply.

10.3.4 If the unit member requests that his/her application for the
transfer be kept confidential, the principal at his/her school shall
not be notified by Human Resources Office of the application until
after an offer of transfer has been made. The matter will be treated as
confidentially as practicable.

10.3.5 The District shall use the following criteria to determine
voluntary transfers:

1) Appropriate credential or state authorization

2) Instructional requirements

3) Qualifications of the unit member
   a) Recency of experience
   b) Recency of training

4) Balancing staff because of changes in enrollment, educational
   program or affirmative action requirements.
5) Overall job related teaching skills and compatibility with program needs.

If more than one unit member meets the above criteria, the District shall grant the transfer based upon seniority.

6) A unit member requesting a voluntary transfer to a school that is ranked as Decile I, II, or III on the Academic Performance Index may not do so without the Principal’s authorization (as long as Ed Code 35036 is in effect)

10.4 Involuntary Transfers:

10.4.1 The District shall first seek to fill those vacancies which must be filled by transfer, by means of voluntary transfer. A unit member who is to be transferred involuntarily shall be notified as soon as practical. If a unit member is transferred after September 1, the unit member shall be given at least fifteen (15) days notice; or, three (3) days of substitute assistance. The District, upon request, shall provide assistance in moving materials to the new work location.

The District shall utilize the criteria set forth in Section 10.3.5 for involuntary transfers, in reverse seniority order.

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

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

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

10.4.5 Unit members from closed schools, or unit members displaced because of educational program changes, shall be accorded priority for filling vacancies that arise for which they have qualified pursuant to Section 10.3.5.

10.4.5.1 Displaced teachers shall list up to three (3) choices in priority order of school sites/teaching assignments to which they wish to be placed. If not placed in any of the preferred sites/assignments, the teacher shall have priority of vacancies to which he/she is qualified, pursuant to Section 10.3.5, for up to three (3) years following the initial involuntary transfer.
10.5 Reassignment:

10.5.1 A District-initiated change of assignment at the same school may be made by the District as long as the change is not made arbitrarily, capriciously, or without basis in fact.

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

10.5.3 No reassignment shall be disciplinary or punitive.

10.6 Notification of Change of Assignment:

The District shall notify unit members of anticipated changes of assignment(s) for the subsequent school year no later than the last working day in May. A unit member shall be notified of any change of assignment(s) initiated after the last working day in June, by certified mail. A unit member desiring a transfer subsequent to said notification shall be allowed to submit a transfer request irrespective of the deadline in Section 10.3.1.

ARTICLE 11: LEAVES

11.1 Bereavement Leave

11.1.1 Purpose

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

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

11.1.2 Eligibility

A unit member covered by this Agreement.

11.1.3 Procedure

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

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

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

11.1.5 Compensation

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

11.1.6 Return to Service

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

11.2 Industrial Accident/Illness

11.2.1 Purpose

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

11.2.2 Eligibility

A unit member covered by this Agreement.

11.2.3 Procedure

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

11.2.4 Requirements

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

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

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

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

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

11.2.5 Compensation

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

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

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

11.2.6 Return to Service

A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker’s Compensation physician, without
restrictions or detriment to the unit member’s physical and emotional well-being.

11.3 Leave While Holding Elective Public Office

11.3.1 Purpose

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

11.3.2 Eligibility

A unit member covered by this Agreement.

11.3.3 Procedure

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

11.3.3.1 Full-Day Leave

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

11.3.3.2 Half-Day Leave

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

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

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

1) “Morning” -- The time that such unit member is required to be on duty before classes begin and the first three periods.
2) “Afternoon” -- Classes conducted after the first three periods, and the time that such unit member is to remain on duty after dismissal of the last class.

11.3.3 Aggregate Leave

11.3.3.1 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.

11.3.3.2 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 elective public office.

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

11.4.1 Purpose

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

A unit member covered by this Agreement.

11.4.3 Procedure

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

11.4.4 Requirements

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

11.4.5 Compensation

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

11.4.6 Return to Service

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

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

11.5 Judicial and Official Appearance Leaves

11.5.1 Purpose

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

11.5.2 Eligibility

A unit member covered by this Agreement.
The District and the Association agree that it is educationally sound for unit members to defer jury duty beyond their regular work year.

11.5.3 Procedure

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

11.5.4 Requirements

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

11.5.5 Compensation

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

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

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

11.5.6 Return to Service

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

11.6 Maternity Leave

11.6.1 Purpose

The purpose of maternity leave shall be for the bearing and birth of children, and recovery therefrom.
11.6.2 Eligibility

A female unit member covered by this Agreement.

11.6.3 Procedure

11.6.3.1 The female unit member shall submit a request for maternity disability leave prior to the expected period of disability. The request shall be accompanied by the attending physician’s statement verifying the maternity disability and the expected duration of the disability period.

11.6.4 Requirements

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

11.6.5 Compensation

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

11.6.6 Return to Service

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

11.7 Parental Leave (unpaid leave)

11.7.1 Purpose

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

11.7.2 Eligibility

A unit member covered by this Agreement.
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 Leave (paid leave)

11.8.1 Purpose

11.8.1.1 A unit member shall be granted a maximum of four (4) days paid leave for the birth of his/her child and related emergencies.

11.8.1.2 A unit member adopting a child may be granted three (3) days of absence commencing on the day that the child is received into his/her custody.

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

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

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

11.9.1 Eligibility

A unit member covered by this Agreement.

11.9.2 Procedure

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

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

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

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

11.9.3 Requirements

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

11.9.4 Compensation

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

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

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

11.10 **Personal Necessity Leave**

11.10.1 Purpose

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

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

11.10.2 Eligibility

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

11.10.3 Procedure

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

11.10.4 Requirements

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

11.10.5 Compensation

A unit member shall receive full compensation for not more than ten (10) days per year of personal necessity leave, except as provided in 11.10.6.
11.10.6 In case of personal necessity, such as serious illness or accident of an immediate family member, requiring an extended absence, a unit member may apply to the Superintendent for up to the full amount of his/her accumulated sick leave to be utilized for said illness or accident.

11.10.7 Return to Service

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

11.11 Sabbatical Leave

11.11.1 Purpose

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

11.11.2 Eligibility

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

11.11.3 Procedure

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

11.11.4 Requirements

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

11.11.5 Compensation

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

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

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

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

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

11.1.11.6 Return to Service

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

1) Official transcripts of all completed course work and/or a complete travel itinerary.

2) Recommendation of how the sabbatical leave results may be shared with students and staff.

3) A complete file of all pertinent materials either developed or collected during the leave, and a recommendation for use within the District.
11.11.6.2 Failure to satisfactorily provide this report shall constitute a failure to comply with the leave condition and shall result in forfeiture of all leave compensation.

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

11.12 **Sick Leave**

11.12.1 Purpose

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

11.12.2 Eligibility

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

11.12.2.2 Unused sick leave days are cumulative.

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

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

11.12.3 Procedure

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

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

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

11.12.5 Compensation

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

11.12.6 Return to Service

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

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

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

11.13 Association President Leave

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

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

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

11.15 **Catastrophic Leave Bank**

11.15.1 **Creation and Purpose**

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

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

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

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

11.15.1.2 For the purposes of this section, a “day” shall be any day a unit member is required to be on duty as determined by the terms of this Agreement. The Catastrophic Leave Bank does not apply to summer school, intersession or any extra teaching assignment.
11.15.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.

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

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

11.15.2 Eligibility and Contributions

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

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

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

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

Membership from the Bank is revoked automatically whenever a member fails to make his/her annual Contribution (September 1 to September 30).

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

11.15.2.6 Unit members returning from unpaid leave of absence which included the enrollment period will be permitted to contribute to the Bank within 30 calendar days of returning to work.
Enrollment forms for the Catastrophic Leave Bank shall be available to all new unit members and those unit members returning from leave.

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

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

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

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

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

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

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

11.15.3.5 Any days approved by the Joint Committee that are unused by the unit member shall be returned to the Bank upon the unit member’s return to work after the illness or injury.

11.15.3.6 If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member’s representative as designated on the Catastrophic Leave Bank enrollment form.
11.15.3.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member’s withdrawal from the bank may not exceed the statutory maximum of twelve (12) consecutive months.

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

11.15.4 Other Provisions

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

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

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

11.15.4.3 Participant’s donating sick leave days to the Bank should be aware that their donation may impact their STRS years of service upon retirement by the number of the days donated to the Program.
11.15.4.4 All proceedings and materials related to the Catastrophic Leave Bank shall be strictly confidential. Therefore, Joint Committee members may only disclose such information as is necessary to administer this Article.

11.16 FMLA (Family Medical Leave Act)

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

ARTICLE 12: EVALUATION PROCEDURES

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

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

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

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

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

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

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

12.4 The Evaluation time sequence in Section 12.11 shall be followed. A good faith attempt shall be made by the unit member and the evaluator to reach mutual agreement on the unit member’s goals and objectives. Unit members shall have goals and objectives in conformance with District-approved curriculum, within assigned subject areas.

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

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

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

12.6 The evaluation process shall include the following:

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

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

12.6.3 An evaluation conference, including a written report with recommendations, shall be scheduled not more than five (5) working days after each observation of thirty (30) minutes or more, for the evaluator to review the observation with the unit member. Such a conference and report shall occur following an informal observation, if less than satisfactory performance is observed or reported.
12.6.4 A unit member shall be entitled to attach a written response to any observation report or evaluation within seven (7) working days following his/her receipt of the observation report or evaluation.

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

12.6.6 In order to provide an opportunity to improve their instructional performance, unit members who receive a less-than-satisfactory (LTS) rating on their observation report/evaluation shall be entitled, upon request, to a subsequent, prearranged observation with a follow-up conference and written evaluation.

12.6.6.1 The evaluator’s role in assisting a unit member who receives a LTS rating shall include, but not be limited to, the following:

1) Notification, in writing, or areas where improvements are needed.

2) Specific recommendations for improvement within a specified time, and methods by which such improvements will be assessed.

3) Time schedule to monitor progress.

4) Additional resources, if any, to be utilized to assist in implementing such recommendations.

12.7 The evaluator may request a unit member to assist another unit member in need of assistance. Unit members shall not formally evaluate other unit members.

12.8 Evaluation of a unit member shall not be based upon information or material which has been received by the evaluator from other sources, such as parents or citizens, unless, if requested by the unit member, a discussion has occurred between the unit member and the person(s) who is the source of the data and the data has been reduced in writing by this person. The evaluator shall make a reasonable effort to verify said information and material.

12.8.1 The results of a Referred Participating Teacher’s participation in the Peer Assistance and Review Program may be used in the annual evaluation.

12.9 Evaluation of performance shall not be predicated upon lawful, non-school related, personal activities which have no impact or bearing on work-related effectiveness of the unit member.
12.10 Evaluation Time Sequence:

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

- 2nd year Probationary unit members
- Permanent unit members

12.11 Time Line

Second Year Probationary and Permanent Unit Members

- By October 31: Goal setting conference
- By February 15: One completed evaluation process (refer to section 12.6) for those being recommended for termination or non-reelection
- By May 2: Final evaluation

Temporary and First Year Probationary Unit Members

- By October 31: Goal setting conference
- By May 2: Final evaluation

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

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

12.14 The District and the Association agree that:

12.14.1 The Garvey District Performance Evaluation Document shall be the instrument used to evaluate all unit members.
Additionally, the Evaluator shall have the discretion as to whether and 
how to use the Peer Assistance and Review results in the annual 
evaluation.

12.14.2 The Garvey District Performance Evaluation Document shall be 
evaluated yearly by a committee comprised of representatives 
from the District and the Association.

Said committee is to meet a sufficient number of times to submit 
recommendations for the purposes of collective bargaining.

12.14.3 Inservice for the evaluation procedure shall be held within the 
workday.

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

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

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

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

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

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

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

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.
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.

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.

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.

The personnel file shall be located at the District Office.

ARTICLE 14: GRIEVANCE PROCEDURE

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

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

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

“Days” shall mean any day on which the central administrative offices of the District are open for business.
“Immediate Supervisor” shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated by the Superintendent to adjust grievances.

14.2 Time Line

A District grievance form shall be completed in writing by the unit member 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.

14.3 Time Line Extensions

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

14.4 General Provisions

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

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

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

14.8 **Level IV (Binding Arbitration)**

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

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

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

14.9 Time Limits

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

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

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

14.10 Rights of Representation

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

14.11 No Reprisals

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

14.12.1 If a grievance arises from action or inaction on the part of a member
of the administration at a level above the principal or immediate
supervisor, the aggrieved party shall submit such grievance in writing
directly to the Superintendent and the Association with the processing
of such grievance to commence at Level III.

14.12.2 When it is necessary for a representative designated by the
Association to investigate a grievance, or attend a grievance
meeting or hearing during the day, he/she will, upon notice to the
Principal or immediate supervisor, be released without loss of pay
in order to permit participation in the foregoing activities. Any
unit member who is requested to appear in such investigations,
meetings or hearings as a witness will be accorded the same right.

14.12.3 All documents, communications and records dealing with the
processing of a grievance shall be filed in a separate grievance file and
shall not be kept in the personnel file of any of the participants.

14.12.4 The Association and District shall mutually agree upon a form for
filing grievances.

14.12.5 Upon mutual written agreement of the Association and the
Superintendent, a grievance may be taken directly to arbitration.

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

14.13 Expedited Arbitration

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

14.14 Expedited Arbitration Rules

14.14.1 Representation by Counsel

Any party may be represented at the hearing by counsel or other
representative.
14.14.2 Attendance at Hearings

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

14.14.3 Oaths

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

14.14.4 No Stenographic Record

There shall be no stenographic record of the proceedings.

14.14.5 Proceedings

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

14.14.6 Arbitration in the Absence of a Party

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

14.14.7 Evidence

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

14.14.8 Evidence by Affidavit and Filing of Documents

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

14.14.9 Close of Hearings

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

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

14.14.11 Serving of Notices

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

1) By mail addressed to such party or its attorney at its last known address;

2) by personal service; or,

3) as otherwise provided in these rules.

14.14.12 Time of Award

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

14.14.13 Form of Award

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

14.14.14 Delivery of Award to Parties

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

14.14.15 Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses.
ARTICLE 15: REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATING THERETO

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

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

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

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

15.5 The District shall compensate all teachers laid off in accordance with a reduction-in-force action at their daily rates of pay should they be utilized as substitute teachers.

15.6 The District shall not bargain with any subgroup of the unit on the effects of the reduction-in-force actions.

15.7 The District and the Association each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

15.8 The Association agrees that the above language shall satisfy the parties’ obligation to bargain this topic during the term of this Agreement.

ARTICLE 16: ACADEMIC AND PERSONAL FREEDOM

16.1 Academic Freedom

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

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

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

16.2 Personal Freedom

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

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

ARTICLE 17: CLASS SIZE

17.1 The District believes that class size is a variable related to working conditions
of unit members, and the District shall make a reasonable effort not to exceed
a district-wide average of 30:1 between regular students and regular teachers
excluding 20:1 and SDC classes.

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

17.3 The District shall make a reasonable effort to balance class size for SDC
teachers.
ARTICLE 18: SHARED TEACHING

18.1 Definition

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

18.2 Eligibility

A unit member covered by this Agreement

18.3 Responsibilities

18.3.1 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 from school to school, but the opportunity for shared teaching should be equally available at all school sites.

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

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

18.4 Length of Job-Sharing Contract

The program shall be one (1) year duration.

18.5 Compensation

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

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

18.6 Request Procedures

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

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

18.6.3 Applications are subject to final approval by the District.

18.7 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 19: PEER ASSISTANCE AND REVIEW (PAR)

19.0 Peer Assistance and Review (PAR)

19.1 Definitions

19.1.1 “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.

19.1.2 “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.

19.1.3 “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.

19.1.4 “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.

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

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

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

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

19.1.6 “Evaluator” (Immediate Supervisor)

The certificated administrator appointed by the District to evaluate a certificated teacher.

19.2 Purpose

19.2.1 The Peer Assistance and Review Program allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

19.2.2 The extent of the Program’s assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction. The Program’s assistance shall be provided through
the Consulting Teachers as described in detail in Sections 19.4.2 and 19.4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 12 of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the results of a referred unit member’s participation in the Program.

19.2.3 The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers with an overall unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating Teachers on evaluation cycle; and finally, for other Voluntary Participating Teachers.

19.3 Program Outline

19.3.1 Referred Participating Teachers

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

19.3.2 The Consulting Teacher and the evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Teacher.

19.3.2.1 The Evaluator, the Consulting Teacher and the Referred Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance that should be provided by the Consulting Teacher. The Referred Participating Teacher may request an Association representative to be present at the meeting. After meeting, the Consulting Teacher will provide the assistance set forth in Section 19.4.3. The Consulting Teacher’s assistance shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator.

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

19.3.2.3A Referred Participating Teacher may select his or her Consulting Teacher from a list of not fewer than three Consulting Teachers provided by the Joint Panel. A different Consulting Teacher may be requested to work with the Referred Participating Teacher at any time during the process when requested to do so by the Referred Participating Teacher
or the Consulting Teacher with the approval of the Joint Panel. A change may only take place once per year.

19.3.2.4 Each Referred Participating Teacher shall receive no fewer than ten hours of assistance per semester from a Consulting Teacher.

19.3.3 Before April 1, of the first year, the Consulting Teacher shall complete a written report evaluating the teacher’s participation in the Program consisting solely of: (1) a description of the assistance provided to the Referred Participating Teacher and (2) observations of the results of the assistance in the targeted areas, (3) a recommendation regarding continued participation 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.

19.3.3.1 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.
19.3.3.2 After receiving the April 1st report, the Joint Panel shall determine whether the Referred Participating Teacher will benefit from continued participation in the Program.

19.3.3.3 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.

19.3.3.4 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.

19.3.3.5 The Consulting Teacher’s report on the participation in the Program, as defined in subsection 19.3.3 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.

19.3.3.6 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.

19.3.4 Beginning Teachers

19.3.4.1 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.

19.3.4.2 The Consulting Teacher and the Evaluator shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
19.3.4.3 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.

19.3.5 Voluntary Participating Teachers

19.3.5.1 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.

19.3.5.2 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.

19.3.5.3 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.
19.4.1.1 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.

19.4.1.1.1A Beginning Teacher Support Assessment (BTSA) liaison from the Joint Panel shall sit on the BTSA consortium and report back to the Joint Panel.

19.4.1.2 Four of the five panel members will constitute a quorum for purposes of meeting and conducting business.

19.4.1.2.1 The Joint Panel will make all decisions whenever possible through consensus in the areas of appointments, reports, recommendations to the Governing Board, Program Plan and budget.

19.4.1.2.2 Failing consensus, decisions will be made by a majority vote of four out of five members.

19.4.1.2.3 Failing consensus, in the event of a quorum, decision will be made by a majority vote of three out of the four members. One of the three voters in the majority must be an administrator.

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

19.4.1.3 The Joint Panel’s primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition, the Panel is responsible for:
• Submitting to the Governing Board, Assistant Superintendent Human Resources and the President of the Association an annual evaluation of the Program’s impact, including recommendations regarding Referred Participating Teachers and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.

• Sending written notification of participation in the Peer Assistance and Review Program 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 19.3.3.5 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.

19.4.1.4 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 19.4.2.7)

- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance
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 agreement to either approve the plan/budget or to modify it, the plan/budget will be implemented as submitted by the Panel.

19.4.2 Consulting Teachers

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

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

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

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

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

19.4.2.2 Consulting Teacher positions shall be posted by the district. Each applicant will be required to submit a completed application. If the applicant successfully passes the paper screening, the Joint Panel shall: (1) schedule up to two classroom visitations to observe directed teaching lessons, (2) have an oral interview with the applicant, (3) make the recommendations which will be forwarded to the Superintendent for Board approval.
19.4.2.3 Consulting Teachers will be trained to offer peer assistance and to understand the specific functions of the Peer Assistance and Review Program.

19.4.2.4 Consulting Teachers will be selected by Referred Participating Teachers from the list of no fewer than three Consulting Teachers by the Joint Panel. The Consulting Teacher of the Referred Participating Teacher may petition the Panel for an assignment change for good reasons. The Referred Participating Teachers shall be allowed only one change per year. Consulting Teachers will be assigned to Beginning Teacher Support Assignment (BTSA) program teachers by the Assistant Superintendent Learning Support Services as they enter the BTSA program. The Consulting Teachers will be assigned to the Voluntary Participating Teachers by the Joint Panel.

19.4.2.5 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.

19.4.2.6 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.

19.4.2.7 Compensation for Consulting Teachers:
Compensation for Consulting Teachers shall be based on the Extra Assignment Hourly Rate of Pay not to exceed 160 hours per school year.

- 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.

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

(a) meeting and consulting with the Evaluator regarding the nature of the assistance needed and to be provided for the Referred Participating Teacher;

(b) meeting with the Referred Participating Teacher to:
   • discuss the Peer Assistance and Review Program
   • establish performance goals
   • develop an assistance plan
   • establish a mutually agreed upon time frame and timeline to address the areas recommended for improvement
   • develop a process for determining successful completion of the Peer Assistance and Review Program

(c) monitoring the progress and providing written reports to the Referred Participating Teacher for discussion and review;

(d) providing consultative assistance to improve in the specific areas targeted by the Evaluator or the District Evaluation Standards;

(e) engaging in multiple observations of the Participating Teacher for no fewer than 30 minutes per observation during periods of classroom instruction;

(f) allowing the Participating Teacher to observe the Consulting Teacher and/or other selected teachers;

(g) attending training in specified teaching techniques and/or in designated subject matter;

(h) demonstrating and modeling good instructional and professional practices to the Participating Teacher;

(i) maintaining appropriate records of each Participating Teacher’s activities and progress;
19.4.4 The Consulting Teachers will prepare all written reports as required by Section 19.3.3 of this Article.

19.5 Other Provisions

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

19.5.2 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.

19.5.3 Records

19.5.3.1 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.

19.5.3.2 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 19.3.3.5 above.

19.5.4 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.

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

19.5.6 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.

ARTICLE 20: DISCIPLINE PROCEDURE

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

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

20.3 Disciplinary action shall consist of the following:

20.3.1 A verbal warning shall first be given a unit member prior to any other disciplinary action.

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

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

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

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

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

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

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

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

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

20.9 All information and proceedings regarding any of the above actions or proposed actions shall be kept confidential.

20.10 Any disputes arising out of this section shall be subject to the Grievance Procedure.

20.11 Sexual Harassment
20.11.1 Sexual Harassment is defined as requests for sexual favors and/or unwelcome sexual advances or physical conduct initiated by a unit member. Examples of conduct that are prohibited in the district and that may constitute sexual harassment include but are not limited to:

- a) Unwanted sexual advances
- b) Offering employment benefits in exchange for sexual favors.
- c) Making or threatening reprisals after a negative response to a sexual advance.
- d) Visual conduct: Leering, making sexual gestures, displaying of sexually suggestive objects, pictures, cartoons, or posters.
- e) Verbal conduct: Making or using derogatory comments, epithets, slurs, and jokes or stories of a sexual nature.
- f) Verbal sexual advances, propositions, or spreading sexual rumors.
- g) Verbal abuse of sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, commentaries about an individual’s body, sexually 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 21: PUBLIC CHARGES**

21.1 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.

21.2 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).

21.3 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.
21.3.1 No reference or documentation of said report, charge or investigation shall be placed in the unit member’s personnel file.

ARTICLE 22: SAFETY AND PROTECTION OF UNIT MEMBERS

22.1 The District shall make a reasonable effort to provide for the safety of unit members.

22.2 The District and Association agree to comply with the intent of SB 187 “Comprehensive School Safety Plans/Safety Committees.” (on file with site administrator).

Unit members who discover potential safety problems at their work site shall immediately report the problem to the appropriate administrator, with status report to be returned.

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

ARTICLE 23: MANAGEMENT RIGHTS

23.1 The District retains all statutory and constitutional rights and powers which it has not agreed to limit in this Agreement.

ARTICLE 24: CONCERTED ACTIVITIES

24.1 The Association agrees not to strike, slowdown or otherwise disrupt the normal educational activities of the District during the term of this Agreement.
ARTICLE 25: NEGOTIATIONS TIME LINE

25.1 The parties agree that the Association shall submit its initial proposals no later than the second Board of Education meeting in February and that the parties shall begin meeting and negotiating no later than twenty calendar days following the second Board of Education meeting in June.

ARTICLE 26: OMISSIONS AND ERRORS

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

ARTICLE 27: EFFECT OF AGREEMENT

27.1 It is understood and agreed by the District and the Association that the specific provisions in this Agreement shall prevail over District practices and procedures and over State law to the extent permitted by State law.

ARTICLE 28: SAVINGS PROVISION

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

ARTICLE 29: YEAR ROUND EDUCATION

29.1 Year Round Education - Multiple Track (YRE M/T)

29.1.1 The District and 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 YRE M/T
29.1.1.1 All YRE M/T schools shall commence their school year on the same calendar day.

2930.1.1.2 For YRE M/T schools, there shall be 177 days for instruction. There shall be 178 work days for teachers, pursuant to Article 4 (Work Year) of the Agreement. See Appendix C2.

29.1.1.3 Instructional minutes for YRE M/T: Refer to Article 5.7.

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

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

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

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

29.1.1.8 Unit members shall be eligible for unpaid leave of absence for up to one session of track assignment, without losing their track assignment, as provided for in Article 11: Leaves.

29.1.1.9 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.

29.1.1.10A 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.

29.1.1.11 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.

29.1.1.12 Class size, except for intersession/summer school, shall conform to Article 17: Class Size.
29.1.1.13 Evaluation procedure shall conform to those of all other unit members.

29.1.1.14 Leaves shall conform to Article 11: Leaves.

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

29.2.1 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:

29.2.1.1 All YRE S/T schools shall commence their school year on the same calendar day.

29.2.1.2 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.

29.2.1.3 Instructional minutes for YRE S/T: Refer to Article 5.7:

29.2.1.4 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.

29.2.1.5 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.

29.2.1.6 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.

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

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

29.2.1.9 Leaves shall conform to Article 11: Leaves.
ARTICLE 30: TERM

30.1 The term of this agreement shall be for three (3) years, effective July 1, 2013 through June 30, 2016.

Understanding that the 2011-2012 and 2012-2013 years have already passed, the District and the Association agree to rollover the terms of the agreement through June 30, 2013. The term of this agreement shall be for three years effective July 1, 2013 through June 30, 2016.

In the 2014-2015 and 2015-2016 years, the District and the Association shall have the following items open:

Salary
Benefits
Calendar
Up to Three (3) additional items chosen by each side
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
English Language Learner Interventionist

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, English Language Learner Interventionist, 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 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 INCREASES:
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 trimester; 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.

Appendix C1  = Psychologists School Year Calendar

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

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

Appendix C2 – Year Round Calendar

Currently this calendar is non applicable.
APPENDIX D

RETIREMENT OPTION FORMS

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

A) Half-Time Teaching
B) Ancillary Services Contract
C) District Incentive Plan
GARVEY SCHOOL DISTRICT
Rosemead, California

CERTIFICATED RETIREMENT AGREEMENT
HALF-TIME TEACHING WITH FULL RETIREMENT PLAN
(REUCED 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.

4. Section II: Post-Retirement

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

1. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
   a. All health benefits under this agreement shall be governed by the agreement between carriers and DISTRICT.
   b. Any additional premium costs or premiums for additional coverage shall be the Retiree’s sole responsibility.
   c. Effective January 1, 2004, the District shall pay the sum of $32.20 per month provided the retiree chooses a health plan offered by the District. Effective January 1, 2005, the District
contribution will change to $48.40 per month. Effective January 1, 2006, the District
contribution will change to $64.60 per month. In order to receive this benefit, the retiree must
be enrolled in a health plan offered by the District.

d. Dental/Vision and Life Insurance coverage provided by the District to age sixty-five (65).

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

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<thead>
<tr>
<th>Insurance Coverage</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Health/Medical</td>
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<td>Dental</td>
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<tr>
<td>Vision</td>
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<tr>
<td>Life</td>
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</tbody>
</table>

2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which
EMPLOYEE may be contacted.

3. This agreement may not be amended without the written consent of both parties. This agreement is
the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge
no other written or oral representations or agreement between the parties regarding retirement.
The parties further acknowledge representation by anyone else shall not have any force or effect
without written approval of both parties.

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

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

GARVEY SCHOOL DISTRICT _____________________________ DATE __________________
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA

______________________________ DATE
EMPLOYEE’S SIGNATURE

Revised: April 6, 2004
GARVEY SCHOOL DISTRICT  
Rosemead, California  
CERTIFICATED RETIREMENT AGREEMENT  
ANCILLARY SERVICES PLAN  

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 Ancillary Services Plan benefits; and

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

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

NOW, THEREFORE, BE IT AGREED as follows:

1. EMPLOYEE agrees to retire from DISTRICT’S employment by ______________________

Section I: Benefits Available During The Ancillary Services Contract

1. In consideration for services rendered to DISTRICT by EMPLOYEE, and EMPLOYEE’S retirement under the DISTRICT’S Ancillary Services Retirement Plan, incorporated by reference herein as though fully set forth, DISTRICT agrees to provide employee with the following benefits:

   a. A contract for a period of two (2) years, at twenty (20) work days per year at a compensation rate that is equivalent to the member’s per diem rate based on his/her salary schedule placement.

   b. Unit members entering the plan are to be afforded a mutually agreed upon description of specific duties and specified amount of duty time refined into calendrical dates and hours.

   c. The District shall pay the premium for health/fringe benefits at the same rate that is provided full-time unit members consistent with Article 8 of the collective bargaining agreement.

   d. The benefits listed above shall change each year at an amount equivalent to the change in salaries and fringe benefits granted full-time members.

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

______________________________

Section II: Benefits Available Upon Completion of Ancillary Services Contract

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

   a. Any additional premium costs or premiums for additional coverage shall be the Retiree’s sole responsibility.
b. Effective January 1, 2004, the District shall pay the sum of $32.20 per month provided the retiree chooses a health plan offered by the District. Effective January 1, 2005, the District contribution will change to $48.40 per month. Effective January 1, 2006, the District contribution will change to $64.60 per month. In order to receive this benefit, the retiree must be enrolled in a health plan offered by the District.

c. Dental/Vision and Life Insurance coverage provided by the District, to age sixty-five (65).

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

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<td>Life</td>
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</table>

2. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted.

3. This agreement may not be amended without the written consent of both parties. This agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge no other written or oral representations or agreement between the parties regarding retirement. The parties further acknowledge representation by anyone else shall not have any force or effect without written approval of both parties.

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

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

GARVEY SCHOOL DISTRICT __________________________ DATE _________
(FOR DISTRICT)

OF LOS ANGELES COUNTY, CALIFORNIA

____________________________ DATE ________________
EMPLOYEE’S SIGNATURE

Revised: April 6, 2004
GARVEY SCHOOL DISTRICT
Rosemead, California

CERTIFICATED RETIREMENT AGREEMENT
INCENTIVE PLAN

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 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. $5,000 for the first fifteen (15) years of service.

   b. $250 for each additional year of service beyond year fifteen (15).

   c. 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. 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.

   e. Retiree has the option for dependent coverage through the District health plan, at retiree’s expense, to age sixty-five (65).

   f. Effective January 1, 2004, the District shall pay the sum of $32.20 per month provided the retiree chooses a health plan offered by the District. Effective January 1, 2005, the District contribution will change to $48.40 per month. Effective January 1, 2006, the District contribution will change to $64.60 per month. In order to receive this benefit, the retiree must be enrolled in a health plan offered by the District.

   g. Dental/Vision and Life Insurance coverage provided by the District, to age sixty-five (65).

3. Premiums for selected coverage shall be paid by the District only to the extent required by Article 8 of the collective bargaining agreement. Any additional premium costs or premiums for additional coverage shall be the Retiree’s sole responsibility.

   The EMPLOYEE hereby elects the following medical and fringe benefit coverage:
<table>
<thead>
<tr>
<th>Insurance Coverage</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Health/Medical</td>
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<tr>
<td>Dental</td>
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4. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at which EMPLOYEE may be contacted.

5. This agreement may not be amended without the written consent of both parties. This agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties expressly acknowledge no other written or oral 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

Revised: April 6, 2004