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APPENDIX

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5 **ARTICLE 1: AGREEMENT**
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- 7 1.1 This Agreement is between the Garvey School district (hereinafter
8 referred to as "District") and the Garvey Education Association/California
9 Teachers Association/National Education Association (hereinafter referred
10 to as "Association").
11
12

13 **ARTICLE 2: RECOGNITION**
14

- 15 2.1 The District confirms its recognition of the Association as the exclusive
16 representative for that unit of Certificated Employees recognized by the
17 Board of Education at their special meeting of May 18, 1976.
18
19 2.2. Positions included/excluded for the Bargaining Unit are attached as
20 Appendix A.
21
22

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

25 3.1 New Bargaining Unit Member Orientation
26

- 27 3.1.1 The District shall inform each newly employed bargaining unit
28 member of their employment status, rights, benefits, duties and
29 responsibilities, and other employment-related matters.
30

31 3.1.2 Scheduling of Orientation
32

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

45 3.1.3 Association Time Provided
46

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

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

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

3.2 Bargaining Unit Member Information

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

3.2.2 Bargaining Unit Member Information

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

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

3.3 Promotion of member communication and harmonious and effective site relations

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

ARTICLE 4: WORK YEAR

- 4.1 The work year for all unit members, except school psychologists, shall consist of one hundred eighty six (186) service days, which shall include one hundred eighty (180) instructional days, one (1) unit member

orientation day, (3) Professional Development Days, 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 31.

4.1.1 Parent Conferences

4.1.1.1 Elementary Schools

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

4.1.1.2 Intermediate Schools

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

4.1.2 Key Day

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

4.1.3 The last day of the first and second trimesters will be shortened days, with the time after student dismissal to be utilized for report card preparation.

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 Work Days (186 Days – see 4.1)

5.1.1 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.

5.1.2 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.

5.1.3 Lunch Period

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

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5.1.4 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.

5.1.5 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 extra duty assignment rate.

1
2 5.1.6 Prep Periods at Elementary Schools
3

4 All classroom teachers TK-6 shall have one 50 minute period of
5 release per week while VAPA instruction is provided to their
6 students. At least one period per month will be teacher directed,
7 and may be used for lesson preparation, planning, parent and
8 student conferencing and other professional responsibilities. The
9 other release periods during the month may be used for District/Site
10 administered PLC's.
11

12 5.1.7 Elementary School Unfilled Substitute Teacher Coverage
13

14 In the absence of available substitute teachers, elementary school
15 teachers may be requested to supervise a portion of another
16 teacher's class. Teachers covering a portion of another class will
17 be compensated pro rata at the prevailing extra duty assignment
18 rate.
19

20 When a substitute teacher is needed at an elementary school and no
21 substitute teacher is available, the school will implement their
22 "Unfilled Substitute Teacher Plan". A committee from each
23 elementary school site shall convene at least annually in order to
24 create or modify as needed, the school's "Unfilled Substitute
25 Teacher Plan." The committee will consist of four members. The
26 site principal and three GEA unit members chosen by the GEA
27 unit members assigned to the site. An effort will be made to choose
28 one member from each of the following grade spans (TK-2, 3-4,
29 and 5-6).
30

31 The plan shall outline the protocols for assigning students from
32 classrooms with an unfilled substitute teacher to other classrooms.
33 The plan will be submitted to the Human Resources Department by
34 the Friday after Labor Day each year. The plan will be available to
35 GEA unit members in the school office. If any concerns from the
36 HR Department arise, representatives from the HR Department
37 will meet with the committee to address the concerns.
38

39 5.1.8 Parent conferences
40

41 5.1.8.1 Elementary Schools
42

43 The work year calendar (Appendix C and C2) will schedule
44 two parent conference days on a Friday following the 1st
45 and 2nd trimester grading periods. The four days preceding
46 the first parent conference day will be shortened days, with
47 the time after student dismissal to be utilized for parent
48 conferences.
49

50 5.1.8.2 Intermediate Schools
51

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

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

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

5.1.9 District Orientation Day

The Schedule for full time GEA unit members shall be as follows:
8:00 AM – 9:30 AM – District Presentation
10:00 AM – 11:00 AM – Faculty Meeting
11:00 AM – Classroom/Work Area Preparation Time (This time includes lunch)

5.1.10 Pre-School

5.1.10.1 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.

5.1.10.2 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.

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

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

5.1.13 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.

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

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

See Article 31 for Year-Round Education instructional minutes.

5.2 Additional Duties

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 the items listed below. Unit members will make a reasonable effort to inform their immediate supervisor about any anticipated absence to any additional duty.

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

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

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

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

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

ARTICLE 6: SALARY

~~Effective July 1, 2025, the certificated salary schedule shall be increased by 1.5%.~~

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

Commented [MD2]: We don't need this section about ongoing salary schedule changes in the contract. The ratified agreements and salary schedule reflect the negotiated changes.

6.1 Salary Classification Requirements

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

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

1 6.1.1.6 Credit shall not be granted for any course in which less
2 than a "C" grade is earned. In a pass/fail grading system a
3 grade of "pass" must be earned.
4

5 6.1.1.7 All units and degrees shall be earned from institutions
6 accredited by the American Association of Schools and
7 Colleges, or regional affiliate.
8

9 6.1.1.8 Upper division or graduate courses may be credited if they
10 meet any of the following criteria:
11

- 12 1) A subject directly related to the unit member's
13 assignment.
- 14 2) A subject directly related to the unit member's major or
15 minor field of preparation.
- 16 3) A subject directly related to an advanced degree or
17 credential in, or required for, an advanced degree or
18 credential in professional education; or the unit
19 member's assignment; or major or minor fields of
20 preparation.
- 21 4) A subject required for a California credential evaluation
22 or renewal.
- 23 5) For teachers in self-contained classroom programs:
24 A subject commonly taught in the elementary schools.
- 25 6) For teachers in departmentalized classroom programs:
26 Courses required as a foundation for the acquiring of an
27 additional major or minor field of preparation related to
28 the unit member's assignment.
29

30 6.1.1.9 Lower division courses may be credited if they meet any
31 of the following criteria:
32

- 33 1) Courses required for a California credential
34 evaluation or renewal.
- 35 2) A course directly related to a unit member's
36 assignment, not previously taken (such as a
37 foreign language).
- 38 3) Courses to be credited only when the
39 requirements of a full minor field of preparation
40 have been met.
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42 6.1.2 Credit for Professional Work Experience
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- 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 the prevailing extra assignment rate.
- 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 extra assignment 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.

6.53 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 1, Step 1 of salary schedule A, as follows:

~~6%~~ 7% for years 16 - 20

~~12%~~ 14% for years 21 - 25

~~18%~~ 21% for years 26 - 30

~~24%~~ 28% for years 31 and beyond

~~The district and GEA agree to add a 31 year Anniversary Increment effective July 1, 2016.~~

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6.64 Master's Stipend

6.64.1 An annual stipend equal to six (6%) percent of Column I, Step 1 of salary schedule A 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.

6.75 Doctoral Stipend

6.75.1 An annual stipend equal to six (6%) percent of Column I, Step 1 of salary schedule A 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.

6.75.2 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.

6.86 Special Education Stipend

An annual stipend of \$1,400 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 Resource Specialist Program teacher.

6.97 Bilingual Stipends

6.97.1 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.

6.97.2 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.

6.97.3 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.

6.98.3.1 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.

6.97.4 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.

6.448 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.

6.9 Pay Period

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

1 A unit member shall be paid a salary which is the prorate
2 share of the salary that would have been earned had the unit
3 member not elected to exercise the option of reduced
4 services employment. The unit member's retirement
5 contribution, paid by both the District and the unit member,
6 shall be the same as if the unit member taught full time.

7 7.1.4 Effects on Benefits

8
9
10 The District will pay the same health, dental, vision, and life
11 insurance premiums for unit members electing the Half-Time
12 Teaching with Full Retirement Credit, the Ancillary Services
13 contract of the District Incentive Plan to age 65.

14 7.1.5 Request Procedures

15
16
17 A unit member shall file an application for reduced services
18 employment with the Human Resources Office by the first week of
19 March for the following school year. The option of part-
20 time employment shall be exercised at the request of the
21 unit member.

22 7.1.6 Return to Full-Time Employment

23
24
25 A reduced services unit member may be returned to full-
26 time employment only with the mutual consent of the unit
27 member and the Board of Education.

28 7.2 Ancillary Services Contract

29 7.2.1 Definition

30
31
32 Early retirement is an incentive program whereby a unit
33 member may retire early and have the opportunity to enter
34 into an ancillary services contractual agreement with the
35 District.

36 7.2.2 Requirements

37
38
39 A unit member shall have reached the age of fifty (50) and
40 have rendered a minimum of ten (10) years service to the
41 District. The unit member in this program shall resign
42 his/her position with the District and shall not return to
43 regular employment with the District except under
44 exceptional circumstances.

45 7.2.3 Ancillary Services

46
47
48 The contract for services shall be for a period of two (2) years. A
49 participant will serve twenty (20) days per fiscal year in services
50 mutually agreed upon by the unit member and the District.
51

Termination of the contract prior to completion of the two (2) years shall be by mutual agreement. The contract may be extended for a third year at the discretion of the participating unit member. 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 during the term of the contract. After the completion of the contract, the District shall provide medical coverage under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive healthplan to age sixty-five (65).

7.3.5 Request Procedure

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

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

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

7.4 District Incentive Plan

7.4.1 Unit members who have reached the age of fifty-five (55) and

who have fifteen (15) years or more of service with the District may retire prior to the beginning of the subsequent school year, with the following benefits:

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

Upon exhaustion of the benefit stated above, the 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) If the retiree retires prior to his/her 60th birthday, Dental/Vision care provided by the District to age 65. If the retiree retires after his/her 60th birthday, Dental/Vision care provided for five (5) years after the date of retirement.
- 5) UNUM Life coverage, to age sixty-five (65) provided by the District.

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

7.5 Retiree Medical Benefits

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

ARTICLE 8: HEALTH/FRINGE BENEFITS

1 8.1 The District shall provide unit members with medical, dental, vision and
2 basic life insurance (\$20,000) benefits as described below.

3
4 8.1.1 Dental, Vision and Life Insurance
5

6 The District shall pay 100% of the premium for dental (PPO)
7 composite, vision and basic life insurance (\$20,000), for all unit
8 members electing coverage.
9

10 8.1.2 Medical Insurance
11

12 8.1.2.2 Single Medical Coverage
13

14 The District shall pay 100% of the premium costs for all
15 unit members electing single medical insurance.
16

17 8.1.2.3 Two-Party/Family medical Coverage
18

19 The District shall pay 85% of the premium cost for all unit
20 members electing two-party or family medical insurance.
21 The unit member shall pay 15% of the premium costs when
22 electing two-party or family medical insurance.
23

24 8.2 Full Two-Party/Family Coverage
25

26 It has been the practice of the Garvey Education Association and the
27 Garvey School District for unit members who need a two-party or family
28 plan to provide at least one plan without premium expense to the unit
29 member.
30

31 Unit members electing either of the two least expensive two-party medical
32 plans, or either of the two least expensive family medical plans, will have
33 their total premium cost for medical insurance paid for by the District
34 regardless of the percentages stipulated above.
35

36 8.4 Domestic Partners:

37 Domestic partners and their dependents are included in the benefit
38 package.
39

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40 8.5 Unit members who work a complete school year under the District's
41 fringe benefit program are covered through September 30 of each year.
42 For unit members who are employed subsequent to the first day of the
43 school year, the effective date of coverage is the first day of the month
44 following the date the health benefits technician receives the Health
45 Benefits Plan Enrollment for Active Employees Form (HBD-12).
46

47 8.6 If a unit member does not complete a school year, the unit member shall
48 continue to be covered through the subsequent month to the separation.
49

- 1 8.7 Unit members shall continue to be covered under the District's Health
2 Benefit Plan through September 30 of the year in which this Agreement
3 expires.
4
- 5 8.8 Health Insurance for married couples in which both are unit members:
6
7 The Association and the District hereby agree, in the event two members
8 of the bargaining unit, who are married to each other, and/or have
9 dependent children, that the full dollar amount of the family's insurance
10 premiums shall be paid by the District without any contribution from
11 either unit member provided that:
12
- 13 8.8.1 All members of the family voluntarily elect coverage under the
14 same hospitalization, vision care, and other insurance programs
15 that provide for dependent coverage;
16
- 17 8.8.2 One unit member voluntarily elects to be covered as dependent on
18 the other unit member's policies and waives his/her right to
19 separately paid coverage;
20
- 21 8.8.3 The above agreement is acceptable to the insurance company and
22 does not result in any increase in cost to the District.
23
24
- 25 8.9 The District Insurance Committee shall be comprised of four (4)
26 representatives from District administration, four (4) representatives plus
27 the unit president from the Garvey Education Association (GEA) and four
28 (4) representatives plus the unit president from the California State
29 Employees Association (CSEA), Chapter 292.
30
31

32 **ARTICLE 9: SENIORITY**

33

34 Seniority is defined as the unit member's initial date of service in the bargaining
35 unit, with the following provisions:
36

- 37 9.1 The District will track each unit member's seniority based upon his/her
38 current employment status. The employment status categories, established
39 by Education Code, are:
40
41 Permanent
42 Probationary 2
43 Probationary 1
44 Temporary
45
- 46 9.2 The District shall establish a Seniority List based on employment status
47 and months of service, to be updated annually and made available to the
48 Association. The annual updating of the Seniority List shall be based
49 upon the unit member's total months of service earned since his/her initial
50 date of employment in the District. The District shall update the Seniority

1 List based upon credit earned as of June 30 (the conclusion of the school
2 year).
3

4 9.3 A unit member on an approved, paid leave of absence shall continue to
5 earn seniority while on such leave.
6

7 9.4 Any unit member re-employed within thirty-nine (39) months shall retain
8 the classification and order of employment he/she had when services were
9 terminated.
10

11 9.5 The following method shall be implemented by the District to determine
12 seniority for all unit members with the same initial date of employment as
13 of June 30, 1999 and all new hires beginning with July 1, 1999.
14

15 9.6 Unit members with the same initial date of service shall have their
16 seniority ranking determined by the 1999-2000 CTA Alphabet which is as
17 follows:
18

19 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
20

21 9.7 The District shall utilize the above CTA Alphabet in the following manner
22 to determine the seniority of unit members with the same initial date of
23 service;
24

25 9.7.1 For unit members hired before July 1, 1999, the District shall apply
26 the 1999-2000 CTA alphabet to the unit members' last names as
27 recorded on the Seniority List of June 30, 1999. For unit members
28 hired on or after July 1, 1999, the 1999-2000 CTA alphabet shall
29 be applied to the unit members' last names as recorded on the
30 District's Personnel Assignment Order at the initial time of
31 employment.
32

33 The alphabet shall be applied to the unit member's last name as
34 recorded on the District Personnel Assignment Order at the initial
35 time of employment. After thirty nine (39) months of separation
36 from employment, any unit member re-employed by the District,
37 shall utilize the rehire date and name for seniority purposes.
38

39 9.7.2 A unit member whose last name begins with an L shall be awarded
40 a higher seniority than a person whose last name begins with an H
41 or other subsequent letters as ordered in section 9.6 above.
42

43 9.7.3 Unit members who have the same initial date of hire and whose last
44 names begin with the same letter, shall utilize the standard
45 alphabetizing method for subsequent letters of their last names
46 (La, Lb, Lc, etc.) to determine their seniority.
47

48 9.7.4 Unit members who have the same initial date of hire and whose last
49 names are the same, shall apply the 1999-2000 CTA alphabet to
50 their first names to determine their seniority.
51

1 9.7.5 Unit members who have the same initial date of hire and whose last
2 and first names are identical, shall utilize the last four digits of
3 their Social Security number to determine their seniority. In this
4 case, the highest four digit number shall be awarded a higher
5 seniority ranking. This method shall continue until no unit
6 members with the same initial date of hire have the same seniority
7 ranking.
8

9 9.8 When a unit member changes employment status, he/she will carry
10 forward the total months of seniority to the new employment status. If the
11 change in status results in the unit member having the same months of
12 seniority with other unit members in that employment status category,
13 then Sections 9.6 and 9.7 shall be re-applied to all unit members in that
14 employment status with the same months of seniority.
15
16

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

18

19 10.1 Definitions:

20

21 “Vacancy” is any vacated, newly created position, or newly created class
22 which requires the hiring of an additional unit member.
23

24 “Transfer” is the movement of a unit member from one work
25 location to another work location at a different site in a vacated
26 bargaining unit position. A transfer may be voluntary (unit
27 member initiated) or involuntary (District initiated).
28

29 “Reassignment” is the movement of a unit member from one subject
30 area to another subject area, or one grade level to another grade
31 level, or one track to another track at the same work location.
32 Reassignment may be voluntary (unit member initiated) or
33 involuntary (District initiated).
34

35 “Room Reassignment” is the movement of a unit member from one work
36 location to another work location at the same site.
37

38 “Newly Created Position” is a position not previously held by a unit
39 member and which requires a new job description.
40

41 “Days” shall mean any day on which the central administrative offices of
42 the District are open for business.
43

44 10.2 Vacancies:

45

46 10.2.1 Notification

47

48 10.2.1.1 School Site Notification During the School Year

49

50 If a vacancy occurs at a school site, all unit members at the
51 school site will be notified regarding the opening via

District Email. Prior to any opening being flown throughout the District, at least two (2) days shall pass from the date of the email notification while school is in session. If more than one unit member seeks to fill the opening, the criteria in 10.2.9.1 shall be used.

10.2.1.2 School Site Notification During the Summer

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

10.2.1.3 District-wide Notification

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

Said list shall contain:

- 1) A closing date which is at least five (5) days following the posting date while school is in session and at least ten (10) days following the posting during summer recess.
- 2) All qualifications necessary to meet the requirements of the position as appropriate.
- 3) If a Teacher on Special Assignment (TOSA) position becomes vacant, the position will be flown District-wide. The applicant will be selected by a panel of District representatives.

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

10.2.3 Vacancies shall be filled as soon as possible.

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

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

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

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

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

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

The screening shall include:

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

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

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

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

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

10.3 Voluntary Transfer:

10.3.1 Filing Request for Transfer:

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

1 10.3.2 If a unit member's request for a voluntary transfer is denied,
2 the unit member shall be granted, upon request, a meeting with the
3 administrator who denied the request to discuss the reasons for the
4 denial. The unit member may request, and shall receive, written
5 reasons for the denial following said meeting.

6
7 10.3.3 If two (2) or more unit members apply for a vacancy, the
8 provisions of Section 10.2.9.1 shall apply.
9

10 10.3.4 If the unit member requests that his/her application for the
11 transfer be kept confidential, the principal at his/her school shall
12 not be notified by Human Resources Office of the application until
13 after an offer of transfer has been made. The matter will be treated
14 as confidentially as practicable.
15

16 10.3.5 The criteria set forth in section 10.2.9.1 will be used to determine
17 voluntary transfers.
18

19 10.3.6 The District, upon request, shall provide assistance in moving
20 materials to the new work location.
21

22 10.4 Involuntary Transfers:

23

24 10.4.1 The District shall first seek to fill those vacancies which must be
25 filled by transfer, by means of voluntary transfer. An involuntary
26 transfer will only take place if there are no voluntary transfer
27 applicants. A unit member who is to be transferred involuntarily
28 shall be notified as soon as practical. If a unit member is
29 involuntarily transferred, the unit member will be provided up to 3
30 days of sub release time, or up to 20 hours of extra-assignment, or
31 a combination of both which will be determined by the Assistant
32 Superintendent of Human Resources and the unit member. The
33 District, upon request, shall provide assistance in moving materials
34 to the new work location.
35

36 The District shall utilize the criteria set forth in Section 10.2.9.1 for
37 involuntary transfers, in reverse seniority order.
38

39 10.4.2 The unit member, upon request, shall be provided a written
40 explanation of the reason a transfer was made.
41

42 10.4.3 No involuntary transfer shall be disciplinary or punitive in
43 nature.
44

45 10.4.4 If a decrease in the number of students, or the elimination or
46 addition of program(s) and/or funding occurs, the District shall
47 seek volunteers prior to making any involuntary transfer(s).
48

49 10.4.5 Unit members from closed schools, or unit members
50 displaced because of educational program changes, shall be
51 accorded priority for filling vacancies that arise for which they

have qualified pursuant to Section 10.2.9.1.

10.4.6 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 10.2.9.1, 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. The Association will be informed (via email) about all District-initiated changes of assignment. The notification shall include the rationale for the change.

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.

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

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

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 email. If no response is received via email, unit members will be notified via certified mail.

10.7 Special Education

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

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

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

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 parents, children, grandparents, grandchildren, spouses, domestic partners, siblings, a person for whom the member is a court-appointed legal guardian, dependents, relatives living in the immediate household, or any other family members or "designated persons" who are related by blood or in a family-like relationship with the member.

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

11.1.2 Eligibility

A unit member covered by this Agreement.

11.1.3 Procedure

1 A unit member exercising this leave of absence provision shall
2 notify the District as soon as possible. Notification shall include
3 the expected duration of the absence.
4

5 11.1.4 Requirements

6
7 A unit member shall be granted up to five (5) days for bereavement
8 purposes.
9

10 Additional days of absence may be provided beyond those
11 described herein at the discretion of the Superintendent. Other
12 additional days of absence beyond those described herein are
13 provided under the terms of the personal necessity leave provision.
14

15 11.1.5 Compensation

16
17 All days of absence used under the provision of bereavement leave
18 shall result in no loss of compensation to the unit member.
19

20 11.1.6 Return to Service

21
22 Upon return to active service, the unit member shall complete the
23 District absence form and submit it to his/her immediate
24 supervisor.
25

26 11.2 Industrial Accident/Illness

27 11.2.1 Purpose

28
29 Unit members shall be granted industrial accident or illness leave
30 when absent from their duties as a result of an industrial accident
31 or illness.
32
33

34 11.2.2 Eligibility

35
36 A unit member covered by this Agreement.
37

38 11.2.3 Procedure

39
40 A unit member who has sustained a job-related injury shall report
41 the injury on a District-approved accident report form to the
42 immediate supervisor within twenty-four (24) hours. A unit
43 member shall report any illness on a District-approved form to the
44 immediate supervisor within twenty-four (24) hours of knowledge
45 that the illness is an alleged industrial illness.
46

47 11.2.4 Requirements

48
49 11.2.4.1 Allowable leave shall be for not more than sixty (60)
50 working days during that time in which the schools of the
51 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

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

6 7 11.3 Leave While Holding Elective Public Office

8 9 11.3.1 Purpose

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

14 15 16 11.3.2 Eligibility

17 A unit member covered by this Agreement.

18 19 20 11.3.3 Procedure

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

30 31 32 11.3.3.1 Full-Day Leave

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

39 40 41 11.3.3.2 Half-Day Leave

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

45
46
47 11.3.3.2.1 Not more than three (3) one-half day leaves may
48 be taken for either morning (A.M.) or afternoon
49 (P.M.) absences during any one calendar month.
50

1 11.3.3.2.2 A half-day for intermediate school teachers is
2 defined as:

- 3 1) "Morning" -- The time that such unit
4 member is required to be on duty before
5 classes begin and the first three periods.
6 2) "Afternoon" -- Classes conducted after
7 the first three periods, and the time that
8 such unit member is to remain on duty
9 after dismissal of the last class.

10
11 11.3.3.3 Aggregate Leave

12
13 11.3.3.3.1 No class hour or period may have more than a
14 total of three (3) absences accrued against it for
15 purposes of this policy in any calendar month,
16 when combining full or half-day leaves.

17
18 11.3.3.3.2 Leave days may not be cumulative from month
19 to month or year to year.
20

21 11.3.4 Use of District Facilities or Personnel

22
23 11.3.4.1 At no time may a unit member absent himself
24 or herself from assigned duties and responsibilities from
25 students who are under his/her supervision in order to
26 confer with any party by telephone, or in person,
27 concerning the duties or responsibilities of said public
28 office.

29
30 11.3.4.2 District employees shall not be responsible for sending or
31 receiving messages for a unit member attendant to his/her
32 duties while holding an elective public office, except in
33 case of emergency. Such inquiries and messages
34 received will be directed to the unit member's place of
35 public office. The involvement of other District
36 personnel during their working hours, to assist in
37 performing the duties or responsibilities of said office, is
38 prohibited.
39

40 11.3.4.3 The use of District equipment or materials is prohibited in
41 performing the duties or responsibilities of said public
42 office, whether during or after the unit member's regular
43 work hours.
44

45 11.3.4.4 Privately owned or maintained telephone service shall not
46 be permitted on District property for use by unit members
47 holding elective public office.
48

49 11.4 Full-time Elective Office (Including Election to the Legislature)

50
51 11.4.1 Purpose

1
2 Leave of absence shall be granted unit members who are elected to
3 public office (including election to the California State
4 Legislature).
5

6 11.4.2 Eligibility

7
8 A unit member covered by this Agreement.
9

10 11.4.3 Procedure

11
12 A unit member elected to public office (including election to the
13 California State Legislature) may request a legislative leave of
14 absence to fill the term of office. Said request shall be submitted
15 no later than thirty (30) days after being elected to office.
16

17 11.4.4 Requirements

18
19 During the term of legislative leave of absence, the unit member
20 may be employed by the District to perform less than full-time
21 service requiring certification qualifications, for such
22 compensation and upon such terms and conditions, as may be
23 mutually agreed upon.
24

25 11.4.5 Compensation

26
27 Except as provided above, a unit member shall receive no District
28 compensation while on legislative leave.
29

30 11.4.6 Return to Service

31
32 The unit member shall, within six (6) months of the expiration of
33 the term of office, be entitled to return to the position held at the
34 time of his/her election. If the position held at the time of election
35 has been abolished by the time the unit member is eligible to return
36 to District service, reinstatement shall be made to a position for
37 which the unit member is certified.
38

39 Reinstatement shall be made at the salary to which the unit
40 member would have been entitled had legislative leave not been
41 utilized.
42

43 11.5 Judicial and Official Appearance Leaves

44 11.5.1 Purpose

45
46 Judicial and official appearance leave may be granted for purposes
47 of regularly called jury duty; appearance as a witness in court other
48 than as a litigant; or, to respond to an official order from another
49 governmental jurisdiction for reasons not brought about through
50 the connivance or misconduct of the unit member.
51

1
2 11.5.2 Eligibility
3

4 A unit member covered by this Agreement.
5

6 The District and the Association agree that it is educationally
7 sound for unit members to defer jury duty beyond their regular
8 work year.
9

10 11.5.3 Procedure
11

12 The unit member seeking an official judicial appearance leave
13 shall submit a request, accompanied by the official order, for an
14 approved absence to the immediate supervisor.
15

16 11.5.4 Requirements
17

18 A unit member may be granted a leave of absence not to exceed
19 the duration of the requirements of the official order for
20 participation and/or appearance.
21

22 11.5.5 Compensation
23

24 11.5.5.1 A unit member shall be granted a leave of absence for
25 jury duty up to a maximum of ten (10) days. A unit
26 member granted a leave of absence under these
27 provisions shall be granted District compensation which,
28 when added to jury or witness fees, shall not exceed the
29 unit member's regular District compensation.
30

31 11.5.5.2 The District shall pay one half of the prevailing daily
32 substitute teacher rate for up to ten (10) days to a unit
33 member who voluntarily postpones jury duty to a non-
34 contracted unit member work day(s). This section does
35 not apply to summer school unit members.
36

37 11.5.6 Return to Service
38

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

43 11.6 Parental Leave
44

45 11.6.1 Illness/Injury Leave/Pregnancy Disability Leave (PDL)
46

47 11.6.1.1 Purpose and Eligibility
48

49 The purpose of PDL shall be for a unit member who is
50 disabled by pregnancy, childbirth, or a related medical
51 condition.

11.6.1.2 Procedure

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

11.6.1.3 Requirements

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

11.6.1.4 Compensation

Any 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 their daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee, whichever is greater. Compensation under this section shall continue for a period of no more than five (5) school months.

11.6.1.5 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.

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

11.6.2.1 Purpose and Eligibility

A leave of absence shall be granted to a unit member for incapacity due to pregnancy, prenatal care, for the birth and care of a newborn, including a child of a domestic partner, placement with the employee of a child for adoption or foster care, care for the newly placed child purpose of raising their natural/adopted child.

11.6.2.2 Procedure

Such leave shall normally be for no more than twelve (12) weeks which may be taken intermittently through a twelve (12) months period. An extension of the leave for up to an additional twelve (12) months may be granted upon request.

11.6.2.3 Compensation

Any unit member covered by this agreement shall have the option of utilizing sick leave, as provided for in Section 11.12. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for the purpose of this policy shall receive fifty (50) percent of their daily rate; 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.

11.6.3 Reproductive Law

11.6.3.1 Purpose and Eligibility

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

11.6.3.2 Procedure

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

11.6.3.3 Compensation

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

11.6.3.4 Return to Service

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

11.7 Personal Leave

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

3 4 11.7.1 Eligibility

5
6 A unit member covered by this agreement.

7 8 11.7.2 Procedure

9
10 11.7.2.1 The unit member seeking an approved personal leave shall
11 submit a request, which includes the reasons and the
12 duration of the length of the requested leave, to their
13 immediate supervisor.

14
15 11.7.2.2 For personal absences of five (5) working days or less,
16 the unit member shall submit the request described herein
17 not less than five (5) working days prior to the beginning
18 date of the leave. The decision of the immediate
19 supervisor for approval or denial of these requests shall
20 be final.

21
22 11.7.2.3 For personal absence in excess of five (5) work days,
23 including the balance of the school semester/year, or a
24 full school semester/year, the unit member shall submit
25 the request described herein to the Assistant
26 Superintendent of Human Resources for recommendation
27 and presentation to the Board of Education for approval
28 or denial.

29
30 11.7.2.4 A unit member requesting such an extended personal
31 leave of absence shall submit the request not less than ten
32 (10) days prior to the next Board of Education meeting.

33 34 11.7.3 Requirements

35
36 A unit member shall not accept gainful employment while on a
37 personal leave of absence without the prior written approval of the
38 Superintendent.

39 40 11.7.4 Compensation

41
42 Any personal leave that may be granted under these provisions
43 shall be without compensation. Unit members on personal leave of
44 absence shall be permitted to participate in the District insurance
45 program at their expense.

46 47 11.7.5 Return to Service

48
49 The unit member shall be reinstated to the position/classification
50 held prior to the leave of absence, or to a position for which the
51 unit member is certified.

1
2 If the personal leave of absence was granted for health reasons, the
3 unit member shall be required to submit, prior to active duty, a
4 medical statement from a licensed physician indicating an ability
5 to assume assigned duties without restrictions or detriment to the
6 unit member's physical or emotional well-being.
7

8 11.8 Personal Necessity Leave 9

10 11.8.1 Purpose 11

12 Personal necessity leave may be utilized for circumstances that are
13 serious in nature, which cannot be expected to be disregarded,
14 which necessitate immediate attention and cannot be dealt with
15 during off-duty hours. The following are examples of inappropriate use of
16 personal necessity: spousal awards, second job, non-educational related
17 interviews, non-work related conferences/conventions, preparation for
18 outside classes, vacations, or extensions of a holiday (before or after). If
19 the District has reason to believe that the purpose of the leave has been
20 abused they may require verification.
21

22 If unusual circumstances exist, the unit member's immediate supervisor
23 may extend the definition of personal necessity.
24

25 11.8.2 Eligibility 26

27 A unit member covered by this Agreement and who has sufficient
28 sick leave credit.
29

30 11.8.3 Procedure 31

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

36 11.8.4 Requirements 37

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

41 11.8.5 Compensation 42

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

47 11.8.6 In case of personal necessity, such as serious illness or
48 accident of an immediate family member, requiring an extended
49 absence, a unit member may apply to the Superintendent for up to
50 the full amount of their accumulated sick leave to be utilized
51 for said illness or accident.

1
2 11.8.7 Return to Service
3

4 Upon return to active service, the unit member shall complete the
5 District absence form and submit it to their immediate supervisor.
6

7 11.9 Sabbatical Leave
8

9 11.9.1 Purpose
10

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

15 11.9.2 Eligibility
16

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

25 11.9.3 Procedure
26

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

35 11.9.4 Requirements
36

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

40 11.9.5 Compensation
41

42 11.9.5.1 A unit member shall not accept gainful employment
43 while on sabbatical leave without prior written approval
44 of the Superintendent. If such approval is granted,
45 appropriate deductions from compensation shall be
46 made. A unit member granted a sabbatical leave, for
47 other than gainful employment, shall be compensated by
48 the District at the rate of seventy-five (75) percent of the
49 salary that would have been received had active service
50 continued. Unit members shall be entitled to District-

1 paid health benefits as part of their compensation as if
2 active service continued.

3
4 11.9.5.2 A unit member on sabbatical leave may be paid in two
5 (2) equal installments; one shall be paid at the end of the
6 first year or semester, and the other at the end of the
7 second semester of active service following the leave.

8
9 11.9.5.3 A unit member on sabbatical leave may elect to be paid in
10 the same manner as though active service continued to be
11 performed for the District, upon the furnishing of a
12 suitable bond indemnifying the District against loss
13 should the unit member fail to satisfactorily complete
14 the leave conditions; and fail to render service for at
15 least twice the length of the leave at the conclusion of the
16 leave of absence.

17
18 11.9.5.4 Said bond shall be exonerated in the event the failure to
19 render the agreed-upon services is due to death, physical
20 disability or mental disability of the unit member.

21
22 11.9.5.5 Sabbatical leave shall count toward regular salary
23 schedule advancement, if any, and retirement credit as if
24 active service continued.

25 26 11.9.6 Return to Service

27
28 11.9.6.1 The unit member shall, within sixty (60) days following
29 return to active service, submit a comprehensive report
30 to the Superintendent certifying the successful
31 fulfillment of the terms and conditions under which the
32 leave was granted. This comprehensive report shall
33 include:

- 34
35 1) Official transcripts of all completed course work
36 and/or a complete travel itinerary.
37
38 2) Recommendation of how the sabbatical leave
39 results may be shared with students and staff.
40
41 3) A complete file of all pertinent materials either
42 developed or collected during the leave, and a
43 recommendation for use within the District.
44

45 11.9.6.2 Failure to satisfactorily provide this report shall
46 constitute a failure to comply with the leave condition
47 and shall result in forfeiture of all leave compensation.
48

49 11.9.6.3 The unit member shall be reinstated to the
50 position/classification held prior to the sabbatical leave;
51 or to a position for which the unit member is certified.

1
2 11.10 Sick Leave
3

4 11.10.1 Purpose
5

6 The purpose of sick leave utilization shall be for physical and
7 mental disability absences which are medically necessitated by
8 illness, injury or quarantine.
9

10 11.10.2 Eligibility
11

12 11.10.2.1 A unit member covered by this Agreement, working five
13 (5) days per week, shall annually be entitled to ten (10)
14 days of leave of absence for the purpose of sick leave
15 utilization. A unit member covered by this Agreement
16 working less than full time shall be entitled to sick leave
17 in the same ratio as his/her employment bears to full-
18 time employment.
19

20 11.10.2.2 Unused sick leave days are cumulative.
21

22 11.10.2.3 A unit member covered by this Agreement, and who is
23 employed in the District's scheduled summer school
24 session, shall earn one (1) day sick leave for each
25 session employed. Days of sick leave earned during
26 summer school are to be added to the accrued sick leave
27 earned pursuant to Paragraph 11.12.2.1.
28

29 11.10.2.4 A unit member may utilize any accrued sick leave
30 during summer school session.
31

32 11.10.3 Procedure
33

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

41 11.10.3.1 After an employee is absent seven (7) consecutive days
42 during the school year, the supervisor/district may
43 request verification which states the anticipated date of
44 return to service.
45

46 11.10.4 Requirements
47

48 When unit members become aware of the need for absence due to
49 surgery or other predictable or prior scheduled causes, they shall
50 submit a statement from their attending physician as far in
51 advance of the initial disability date as possible. The physician's

statement shall include the beginning date of disability and the anticipated date of return to active service.

11.10.5 Compensation

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

11.10.6 Return to Service

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

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

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

11.11 Association President Leave

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

11.12 Association Leave

11.12.1 A maximum of forty (40) days of release time per school year may be utilized by members of the bargaining unit, as designated by the Association, for attendance at local, state and/or national meetings/conferences; or for conducting other business pertinent

to Association affairs. Such release time shall be requested with prior reasonable notice to the Superintendent or their designee. The Association agrees to reimburse the District the amount paid by the District to employ a daily substitute for thirty (30) of the forty (40) days. This leave shall be in addition to any other release time granted in other Articles of this agreement.

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

11.13 Catastrophic Leave Bank

11.13.1 Creation and Purpose

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

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.

11.13.1.1 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.

11.13.1.2 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.

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

11.13.1.4 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.

1 11.13.1.5 The Catastrophic Leave Bank shall be administered by a
2 joint committee comprised of three (3) voluntary
3 members appointed by the Association and two (2)
4 members appointed by the District.
5

6 11.13.2 Eligibility and Contributions
7

8 11.13.2.1 All unit members on active duty with the District are
9 eligible to contribute to the Catastrophic Leave Bank.
10

11 11.13.2.2 Participation in the Bank shall be voluntary. Only unit
12 members that have contributed to the Bank will be
13 permitted to request a withdrawal from the Bank.
14

15 11.13.2.3 Contributions to the Bank must be authorized and
16 renewed annually by the unit member on the appropriate
17 district form. Contributions shall be made each year
18 during the Medical Benefits Open Enrollment period or
19 thirty (30) days from a new employees date of hire.
20 The effective date of coverage shall be the first day of
21 the month following enrollment. Forms shall be
22 returned to the District Business Office.
23

24 11.13.2.4 Membership from the Bank may be revoked at any time
25 when a unit member completes the appropriate district
26 form and returns it to the District Business Office.
27

28 Membership from the Bank is revoked automatically
29 whenever a member fails to make their annual
30 contribution (September 1 to September 30).
31

32 11.13.2.5 Sick leave previously authorized for contribution to the
33 Bank shall not be returned to the unit member if the unit
34 member effects cancellation from the Bank.
35

36 11.13.2.6 Unit members returning from unpaid leave of absence
37 which included the enrollment period will be permitted
38 to contribute to the Bank within 30 calendar days of
39 returning to work
40

41 Enrollment forms for the Catastrophic Leave Bank shall
42 be available to all new unit members and those unit
43 members returning from leave.
44

45 11.13.2.7 The minimum annual rate of contribution by each
46 participating unit member for each school year shall be
47 one (1) day of sick leave.
48

49 11.13.2.7.1 If the number of days in the Bank falls
50 below thirty (30) days, the Joint Committee
51 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 their total donations to the bank

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

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

11.13.3 Procedures for Withdrawal of Days from the Bank

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

There will be a ten (10) day waiting period. This waiting

period must be covered by the last days of sick leave, the unit members differential leave, leave without pay or a combination of the leaves.

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

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

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

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

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

11.13.3.6 If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member's representative as designated on the Catastrophic Leave Bank enrollment form.

11.13.3.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the

statutory maximum of twelve (12) consecutive months.

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

11.13.4 Other Provisions

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

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

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

11.13.4.3 Participant's donating sick leave days to the Bank should be aware that their donation may impact their STRS years of service upon retirement by the number of the days donated to the Program.

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

1
2 11.14 FMLA (Family Medical Leave Act) and CFRA (California Family Rights
3 Act)

4
5 The District will comply with State and Federal laws, Garvey School
6 District Administrative Regulations 4161.8 (a-g), 4261.8, 4361.8, Exhibit
7 (a & b) and Exhibit 2 (a) regarding family medical care leaves. Family
8 and medical care leave shall be coordinated with other leaves available
9 under this Agreement as permitted by law.
10

11 11.15 Parental/Adoption/Foster Leave (paid leave)

12
13 11.15.1 Purpose

14
15 11.15.1.1 A unit member shall be granted a maximum of seven (7)
16 days paid leave for the birth of his/her child and related
17 emergencies. The seven (7) days must be utilized within
18 twelve (12) months of their child's birth.
19

20 11.15.1.2 A unit member adopting or fostering a child shall be
21 granted a maximum of seven (7) days paid leave
22 commencing on the day that the child is received into
23 his/her custody. The seven (7) days must be utilized
24 within twelve (12) months.
25

26 Additionally, a committee(s) will be established to look at way to reduce
27 and streamline unit members' paperwork and to give input on professional
28 development.
29

30 11.15.2 Eligibility

31
32 A unit member covered by this Agreement
33

34 11.15.3 Procedure

35
36 A unit member seeking an approved parental/adoption leave of
37 absence shall submit a request, which includes the reason and the
38 expected duration of the absence, to his/her immediate
39 supervisor.
40

41 11.15.4 Compensation

42
43 All days of absence used under the provision of
44 parental/adoption leave shall result in no loss of compensation to
45 the unit member.
46

47 11.15.5 Return to Service

48
49 Upon return to active service, the unit member shall complete the
50 District absence form and submit it to his/her immediate
51 supervisor.

ARTICLE 12: EVALUATION PROCEDURES

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

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

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

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

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

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

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

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

12.4.1 Goals and objectives may also be required in the areas of student discipline and other duties performed by unit members as an

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

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

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

12.6 The evaluation process shall include the following:

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

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

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

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

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

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.

12.6.7 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, of 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 improved instruction. Timelines are to be established and adhered to by both parties.

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

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

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

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

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

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

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

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

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

ARTICLE 13: PERSONNEL FILES

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

Required Medical Information
Copies of Annual Contracts
Teacher Certificates and Other Credentials
Evaluation Reports
Tenure Recommendations
Transcripts of Academic Reports
Consulting Teacher's Reports of the participation in the
Peer Assistance and Review Program

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

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

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

13.5 Information of a derogatory nature, except as enumerated in Section 13.3, shall not be entered or filed unless, and until, the unit member is given notice and an opportunity to review the material and respond. A unit member shall have the right to enter, and have attached to any information of a derogatory nature, the unit member's own statement. Such review shall take place during normal business hours, and the unit member shall

1 be released from duty for this purpose without salary reduction. It is
2 understood that substitutes for this purpose will be provided at the sole
3 discretion of the District.
4

5 13.6 Upon written authorization by the unit member, a unit member's
6 representative shall be permitted to examine or obtain copies of non-
7 restricted materials within the file.
8

9 13.7 The personnel file shall be located at the District Office.
10
11

12 **ARTICLE 14: GRIEVANCE PROCEDURE**

13

14 14.1 Definitions

15

16 "Grievance" shall mean an alleged violation, misapplication or
17 misinterpretation of a specific provision of this Agreement which
18 adversely affects the grievant(s).
19

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

29 "Conferee" shall mean an Association representative who shall assist the
30 unit member in presenting and processing the grievance. An immediate
31 supervisor with whom a grievance is filed may also choose a
32 representative.
33

34 "Association" shall mean the employee organization recognized by the
35 Board of Education as the exclusive representative for the unit of
36 employees covered by this Agreement.
37

38 "Days" shall mean any day on which the central administrative offices of
39 the District are open for business.
40

41 "Immediate Supervisor" shall be the first level administrator having
42 immediate jurisdiction over the grievant, and who has been designated by
43 the Superintendent to adjust grievances.
44

45 14.2 Time Line

46

47 A District grievance form shall be completed in writing by the unit
48 member within ten (10) days of the occurrence or within ten (10) days of
49 when the unit member could reasonably have known of the occurrence, act
50 or omission giving rise to the grievance.
51

1 14.3 Time Line Extensions

2
3 Time limits affected by the winter recess shall be extended by ten (10)
4 days; and time limits affected by the spring or summer recess shall be
5 extended by five (5) days.

6
7 14.4 General Provisions

8
9 14.4.1 The purpose of this procedure is to attempt to secure equitable
10 solutions to grievances. All parties agree that these proceedings
11 shall be kept informal and confidential, and that the grievant and
12 immediate supervisor should attempt to resolve the grievance at
13 the informal level.

14
15 14.4.2 The filing of a grievance shall in no way interfere with the right of
16 the District to proceed in carrying out its management
17 responsibilities subject to the final decision of the grievance.

18
19 In the event the alleged grievance involves an order, requirement
20 or other directive, the grievant shall fulfill or carry out such order,
21 requirement or other directive pending the final decision of the
22 grievance.

23
24 14.4.3 The unit member and immediate supervisor shall have the right to
25 include in the grievance hearings such witnesses as they deem
26 necessary to develop facts pertinent to the grievance. These names
27 shall be made available to both parties upon request. Such
28 witnesses shall be in addition to the conferee that either party may
29 select.

30 14.4.4 Although a specific time period is provided for administrative
31 decisions at each level of the grievance procedure, it is recognized
32 that multiple grievance claims must be processed in a sequential
33 manner. Consequently, at each level of the procedure, grievance
34 claims shall be assigned consecutive numbers based upon the time
35 and date on which written grievances are received. Administration
36 personnel shall process such numbered grievances in a sequential
37 manner, following a pattern that first filed will be first considered.

38
39 14.5 **Level I (Informal Procedure)**

40
41 The unit member shall meet with the immediate supervisor to discuss the
42 potential grievance in an attempt to resolve it informally. If the potential
43 grievance is not resolved at this level, the unit member may then proceed
44 to Level II.

45
46 14.6 **Level II (Formal Procedure)**

47
48 Within ten (10) days of the occurrence, or within ten (10) days of when
49 the unit member could reasonably have known of the occurrence, act or
50 omission giving rise to the grievance, the grievant must present his/her
51 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.

1 14.8.2 All costs for the services of the arbitrator, including, but not
2 limited to, per diem expenses, his/her travel and subsistence
3 expenses, and the cost of any hearing room, will be borne equally
4 by the District and the Association. All other costs, except for
5 release time for the grievant(s), Association representative(s) and
6 others as provided by law, shall be borne by the party incurring
7 them.
8

9 14.9 Time Limits

10
11 14.9.1 Time limits provided for at each level shall begin the day
12 following receipt of the grievance, grievance appeal or written
13 decision.
14

15 14.9.2 Since it is important that grievances be processed as rapidly as
16 possible, the time limits specified at each level should be
17 considered to be maximums, and every effort should be made to
18 expedite the process. The time limits may, however, be extended
19 by mutual written agreement.
20

21 14.9.3 In the event a grievance is filed at such a time that it cannot be
22 processed through all the steps in this grievance procedure by the
23 end of the school year; and, if left unresolved until the beginning
24 of the following school year could result in harm to an aggrieved
25 person, the time limits set forth herein will be reduced so that the
26 procedure may be exhausted prior to the end of the school year or
27 as soon as practicable.
28

29 14.10 Rights of Representation

30
31 A unit member alleging a grievance may be represented at all stages of the
32 grievance procedure by an Association-designated representative.
33

34 14.11 No Reprisals

35
36 No reprisals of any kind will be taken by any member or representative of
37 the Administration or the Board of Education against any aggrieved party,
38 any party of interest, any member of the Association or any other
39 participant in the grievance by reason of such participation.
40

41 14.12 Miscellaneous

42
43 14.12.1 If a grievance arises from action or inaction on the part of a
44 member of the administration at a level above the principal or
45 immediate supervisor, the aggrieved party shall submit such
46 grievance in writing directly to the Superintendent and the
47 Association with the processing of such grievance to commence at
48 Level III.
49

50 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

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

1 if the District determines that reductions in force are necessary.

2
3 15.3 The District and Association agree that alleged violations of the procedure
4 and requirements described in Sections 15.1 and 15.2 shall be excluded
5 from the provisions of Article 14 (Grievance Procedure) of this
6 Agreement.

7
8 15.4 Article 8 (Fringe Benefits) shall be construed as providing fringe benefit
9 coverage through September 30 for those unit members working a full
10 school year, including all unit members laid off as a result of a reduction-
11 in-force action by the Board of Education on or before May 15 in any
12 school year.

13
14 15.5 The District shall compensate all teachers laid off in accordance with a
15 reduction-in-force action at their daily rates of pay should they be utilized
16 as substitute teachers.

17
18 15.6 The District shall not bargain with any subgroup of the unit on the effects
19 of the reduction-in-force actions.

20
21 15.7 The District and the Association each voluntarily and unequivocally
22 waives the right, and each agrees that the other shall not be obligated to
23 bargain collectively with respect to any subject or matter related to
24 reduction-in-force actions, and effects related thereto, even though such
25 subject or matter may not have been within the knowledge or
26 contemplation of either or both of the parties at the time they negotiated or
27 signed this Agreement.

28
29 15.8 The Association agrees that the above language shall satisfy the parties'
30 obligation to bargain this topic during the term of this Agreement.

31 32 33 **ARTICLE 16: ACADEMIC AND PERSONAL FREEDOM**

34 35 **16.1 Academic Freedom**

36
37 It is the policy of the District that all instruction shall be fair, accurate,
38 objective, and appropriate to the age and maturity of the student(s) and
39 sensitive to the community needs and values of our diverse cultures and
40 heritages. Academic freedom is essential to the fulfillment of this policy
41 and the District acknowledges the fundamental need to protect unit
42 members from censorship or restraint which might interfere with the unit
43 member's obligation to pursue truth in performance of their teaching
44 functions. Accordingly:

45
46 16.1.1 A unit member shall have reasonable freedom in the classroom
47 presentations and discussions, and may introduce political,
48 religious or otherwise controversial materials, provided that said
49 material is relevant to the course content, within the scope of the
50 law, and other points of view are presented; and,
51

1 16.1.2 in performing teaching functions, unit members shall have
2 reasonable freedom to express various points of view on all matters
3 relevant to the course content, in an objective manner. A unit
4 member, however, shall not utilize his/her position to indoctrinate
5 students with his/her own personal, political and/or religious
6 views.

7
8 16.2 Personal Freedom
9

10 16.2.1 The personal life of a unit member is not an appropriate concern of
11 the District for purposes of evaluation or disciplinary action unless
12 it prevents the unit member from performing his/her assigned
13 duties.

14
15 16.2.2 A unit member shall be entitled full rights of citizenship, and no
16 religious or political activities, or lack thereof, of any unit member
17 shall be used for purposes of evaluation or disciplinary action
18 unless said activities violate local, state or federal law.
19

20
21 **ARTICLE 17: CLASS SIZE**
22

23 17.1 The District and Association believes that class size is a variable related to
24 working conditions of unit members and to the success of students.
25

26 17.2 District Level
27

28 17.2.1 The District shall make a reasonable effort not to exceed a district-
29 wide average of 30:1 between general education students and
30 general education teachers in grades 4-8.
31

32 17.2.2 The District shall make a reasonable effort not to exceed a district-
33 wide average of 24:1 between general education students and
34 general education teachers in grades TK-3.
35

36 17.2.3 It is understood that class size may be adjusted should there be a
37 revenue emergency.
38

39 17.2.4 The District shall make a reasonable effort to balance class size for
40 SDC teachers.
41

42 17.3 Site Level
43

44 17.3.1 While computing the average student to teacher ratio in this
45 section, Dual Language Classes will not be included.
46

47 17.3.2 If the average student to teacher ratio of general education students
48 at a grade level from grades TK through 3 reaches 24:1 at a school
49 site, the grade level at the school is impacted.
50

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

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

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

17.4 General Education Grade Level Combo Classes

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

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

17.4.3 If the class size of a general education combo class reaches one of the following thresholds, the class will be considered impacted.

- TK – 3 inclusive – 24 students
- 3/4 combo – 24 students
- 4 – 6 inclusive – 32 students

No new or additional student transfers will be allowed into an impacted general education combo class.

ARTICLE 18: SPECIAL EDUCATION

18.1 Statement of Purpose.

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

1 18.2 Definitions

2
3 18.2.1 The following unit members are considered “Special Education”
4 throughout this agreement.

5 Adaptive Physical Education Teacher
6 RSP Teacher
7 School Psychologist
8 SDC Teacher
9 Speech and Language Pathologist

10
11 18.2.2 Caseload

12 All students to whom a unit member regularly provides
13 Specialized Academic Instruction (SAI) shall be considered part of
14 the unit members’ caseload.
15

18.3 Equity

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

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

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

18.4 RSP

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

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

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

18.5 SDC

16 18.5.1 Mild to Moderate Special Day Class ("SDC") teacher caseload size
17 shall be capped at the following levels.
18

19 TK to 6th grade: Every effort shall be made to ensure caseload does
20 not exceed 12 students. Every effort shall be made to ensure classes
21 and caseloads shall not exceed a span of three (3) grade levels.
22

- 1 7th to 8th grade: Every effort shall be made to ensure caseload does
2 not exceed 15 students.
3
- 4 18.2.2 Moderate to Severe Special Day Class ("SDC") teacher caseload
5 sizes shall be capped at the following levels.
6
- 7 TK to 8th grade: Every effort shall be made to ensure caseload
8 does not exceed 10 students. Every effort shall be made to ensure
9 classes and caseloads shall not exceed a span of three (3) grade
10 levels.
11
- 12 18.6 Speech/Language
13
- 14 18.6.1 The District shall make every effort to keep the maximum caseload
15 for speech/language pathologists providing services for TK-8th
16 grade students within the recommended range of fifty-five (55)
17 cases.
18
- 19 18.6.2 If the preschool caseload for a speech/language pathologist reaches
20 15 or more students, the District shall make every effort to keep
21 the total caseload for the unit member at or below forty-five (45)
22 cases.
23
- 24 18.7 IEPs
25
- 26 The District shall make every effort to hold IEP meetings during
27 the workday. Unit members shall make themselves available at
28 any time during the workday that IEPs are scheduled. If additional
29 time beyond the workday is necessary to complete an IEP
30 meeting, the administrator in attendance, in consultation with the
31 case manager, shall determine whether to schedule an additional
32 IEP date to continue the meeting during the workday, or to
33 continue the IEP meeting beyond the workday. Unit members
34 shall be compensated at the district extra-assignment hourly rate
35 for additional time beyond the workday.
- 36 18.8 Special Education Due Process Hearings
37
- 38 18.8.1 When a unit member is required to participate in a Special
39 Education due process hearing or other Special Education due
40 process procedure meetings during the workday, the District
41 will allow the unit member to attend the hearing during the day
42 without loss of compensation.
43
- 44 18.8.2 Unit members shall be compensated at the district extra-assignment
45 hourly rate for any additional time required for attending a due
46 process hearing beyond his/her contracted hours.
47
- 48 18.9 Special Education Handbook

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

ARTICLE 19: SHARED TEACHING

19.1 Definition

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

19.2 Eligibility

A unit member covered by this Agreement

19.3 Responsibilities

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

19.3.2 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.

19.3.3 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.

19.4 Length of Job-Sharing Contract

The program shall be one (1) year duration.

19.5 Compensation

19.5.1 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.

1 19.5.2 The total fringe benefit cost to the District when two (2) unit
2 members are employed in a shared teaching assignment, shall not
3 be greater than if no job sharing existed. The unit members shall
4 be entitled to receive prorated District fringe benefit coverage
5 contributions in the same ratio as his/her service bears to full-time
6 employment, and may purchase remaining insurance at the District
7 group rate.
8

9 19.6 Request Procedures

10
11 19.6.1 Request(s) must be initiated by the unit member(s) to enter shared
12 teaching.
13

14 19.6.2 Job-sharing unit members shall submit a work plan that meets with
15 the approval of the Superintendent or his/her designee, no later
16 than April 1 of the preceding year.
17

18 19.6.3 Applications are subject to final approval by the District.
19

20 19.7 Conformance to Agreement

21
22 The plan submitted by the unit members and approved by the District shall
23 be in conformance with all Articles and provisions of this Agreement.
24
25

26 **ARTICLE 20: PEER ASSISTANCE AND REVIEW (PAR)**

27
28 20.1 Definitions

29
30 20.1.1 "Participating Teacher"

31
32 Any member of the certificated bargaining unit who is covered by
33 the certificated evaluation, Article 12 of the Agreement.
34

35 A unit member who either volunteers or is required by the
36 Agreement to participate in the Program.
37

38 20.1.2 "Consulting Teacher"

39
40 An exemplary teacher meeting the requirements of subsection
41 19.4.2.1 who is selected by the Joint Panel to provide Program
42 assistance to a Participating Teacher.
43

44 20.1.3 "Beginning Teacher"

45
46 Any unit member having five or fewer years of recent teaching
47 experience, probationary or temporary status, or any District
48 teaching intern participating in a program established according to
49 Education Code Sections 44305, et seq. and 44325, et seq. This
50 Peer Assistance and Review Program is to be closely coordinated

with other District programs for training and assistance to beginning teachers.

20.1.4 “Voluntary Participating Teacher”

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

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

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, IIIA, IIIB

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.

20.1.6 “Evaluator” (Immediate Supervisor)

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

20.2 Purpose

20.2.1 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.

20.2.2 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

1 teaching methods and instruction. The Program's assistance shall
2 be provided through the Consulting Teachers as described in detail
3 in Sections 19.14.2 and 19.14.3 of this document. This assistance
4 shall not involve the participation in nor the conducting of the
5 annual evaluation of certificated unit members as set forth in
6 Article 12 of the Agreement and Education Code 44660, et seq.,
7 except for making available to the evaluator the results of a
8 referred unit member's participation in the Program.
9

10 20.2.3 The Program resources shall be utilized in the following priority:
11 first, for Referred Participating Teachers with an overall
12 unsatisfactory evaluation; second, for Beginning Teachers; third,
13 for Voluntary Participating Teachers on evaluation cycle; and
14 finally, for other Voluntary Participating Teachers.
15

16 20.3 Program Outline

17 20.3.1 Referred Participating Teachers

18 A unit member with permanent status who receives an
19 unsatisfactory evaluation as defined in Section 12.14.5.1 of the
20 collective bargaining agreement must participate in this Program.
21
22
23

24 20.3.2 The Consulting Teacher and the evaluator are expected to establish
25 a cooperative relationship and shall coordinate and align the
26 assistance provided to the Referred Participating Teacher.
27

28 20.3.2.1 The Evaluator, the Consulting Teacher and the Referred
29 Participating Teacher shall meet and discuss the
30 recommended areas of improvement outlined by the
31 Evaluator and the types of assistance that should be
32 provided by the Consulting Teacher. The Referred
33 Participating Teacher may request an Association
34 representative to be present at the meeting. After meeting,
35 the Consulting Teacher will provide the assistance set forth
36 in Section 19.14.3. The Consulting Teacher's assistance
37 shall focus on the specific areas recommended for
38 improvement by the Participating Teacher's evaluator.
39

40 20.3.2.2 These written recommendations shall be aligned with
41 student learning, clearly stated, and consistent with
42 Education Code Section 44662. These recommendations
43 shall be considered as the performance goals required by
44 Education Code Sections 44664(a) and 44500(b)(2).
45

46 20.3.2.3 A Referred Participating Teacher may select his or her
47 Consulting Teacher from a list of not fewer than three
48 Consulting Teachers provided by the Joint Panel. A
49 different Consulting Teacher may be requested to work
50 with the Referred Participating Teacher at any time during
51 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.

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

20.3.3 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.

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

- 1 20.3.3.2 After receiving the April 1st report, the Joint Panel shall
2 determine whether the Referred Participating Teacher
3 will benefit from continued participation in the Program.
4
- 5 20.3.3.3 The Referred Participating Teacher will continue
6 participating in the Program until the Joint Panel
7 determines the teacher no longer benefits from
8 participation in the Program, or the teacher receives a
9 satisfactory evaluation, or the teacher is separated from
10 the District, or the Commission on Teacher Credentialing
11 clears the teacher of charges raised by the district. The
12 district has the sole authority to determine whether the
13 Referred Participating Teacher has been able to
14 demonstrate satisfactory improvement.
15
- 16 20.3.3.4 If after a hearing by the Commission on teacher's
17 competence the teacher returns to the district, the teacher
18 is subject to the regular process of evaluation and Peer
19 Assistance and Review Program under Article 19.
20
- 21 20.3.3.5 The Consulting Teacher's report on the participation in
22 the Program, as defined in subsection 19.13.1.3 above
23 may be placed in the personnel file by the Referred
24 Participating Teacher or by the Evaluator if the report is
25 used in the annual evaluation.
26
- 27 20.3.3.6 The Joint Panel will make an annual report to the
28 Governing Board, the Assistant Superintendent of Human
29 Resources and the President of the Association regarding
30 the Program's impact, improvements to be made in the
31 Program, and any recommendations regarding Program
32 participants, including forwarding the names of the
33 Referred Participating Teachers with unsatisfactory
34 evaluations who, after sustained assistance, are unable to
35 demonstrate satisfactory improvement.
36
- 37 20.3.4 Beginning Teachers
38
- 39 20.3.4.1 A Consulting Teacher will be assigned to one or more
40 Beginning Teachers under the Beginning Teacher
41 Support Assessment (BTSA) program to provide
42 assistance. The Consulting Teacher shall concentrate the
43 assistance in the area of the California Standards for the
44 Teaching Profession. Beginning Teachers no longer
45 eligible for the BTSA program may request assistance
46 under the Peer Assistance and Review Program.
47
- 48 20.3.4.2 The Consulting Teacher and the Evaluator shall have a
49 cooperative relationship, and shall coordinate the
50 assistance provided to the Beginning Teachers.
51

1 20.3.4.3 Because Beginning Teacher participation in the Program
2 is not legally mandated, neither the Consulting Teacher
3 nor the Joint Panel will make written reports regarding
4 individual Beginning Teachers, nor forward to the Board
5 the names of individual Beginning Teachers who
6 participated in the Program. The Consulting Teacher shall
7 provide an annual assessment of the Program's overall
8 effectiveness and specific areas for improvement in the
9 Program to the Joint Panel. The Joint Panel will annually
10 report to the Governing Board, the Assistant
11 Superintendent of Human Resources and the President of
12 the Association on the overall effectiveness of the
13 Program for Beginning Teachers.
14

15 20.3.5 Voluntary Participating Teachers

16
17 20.3.5.1 Those unit members participating in an assistance plan set
18 forth in Section 12.14.4 and 12.14.5 of the Agreement or
19 any unit member may volunteer to participate in the Peer
20 Assistance and Review Program.
21

22 20.3.5.2 Voluntary Participating Teachers are individuals who wish
23 to grow and learn with the assistance from a peer, or who
24 may be seeking assistance due to a change in assignment
25 or the implementation of new curriculum. The Program
26 for Voluntary Participating Teachers will focus on
27 practical application of certain teaching skills or the
28 acquisition of a new subject matter.
29

30 20.3.5.3 The Voluntary Participating Teacher requests a Consulting
31 Teacher from the Joint Panel. This request shall identify
32 the specific area(s) of assistance needed.
33

34 The Joint Panel determines the availability of Consulting
35 Teachers based on participation in the Program, budget,
36 and other considerations. The Voluntary Participating
37 Teacher may request a specific Consulting Teacher, but the
38 final decision rests with the Joint Panel.
39

40 All communication between the Consulting Teacher and
41 the Volunteer Participating Teachers shall be confidential,
42 and without the written consent of the Volunteer
43 Participating Teacher, shall not be shared with others,
44 including the Site Principal, the Evaluator, or the Joint
45 Panel.
46

47 20.4 Governance and Program Structure

48 20.4.1 Joint Panel

49
50

1 20.4.1.1 The Peer Assistance and Review Program will be
2 administered by a Panel consisting of five members, three
3 certificated classroom teachers selected by the
4 Association, and two administrators appointed by the
5 District. Qualifications for the teacher representatives
6 shall be the same as those for Consulting Teachers as set
7 forth in Section 19.4.2.1. A panel member's term shall
8 be three years, except the first term of the teacher
9 members will be one one-year term, one two-year term,
10 and one three-year term.

11
12 20.4.1.1.1A Beginning Teacher Support Assessment
13 (BTSA) liaison from the Joint Panel shall sit on the
14 BTSA consortium and report back to the Joint
15 Panel.

16
17 20.4.1.2 Four of the five panel members will constitute a quorum
18 for purposes of meeting and conducting business.

19
20
21 20.4.1.2.1 The Joint Panel will make all decisions whenever
22 possible through consensus in the areas of
23 appointments, reports, recommendations to the
24 Governing Board, Program Plan and budget.

25
26 20.4.1.2.2 Failing consensus, decisions will be made by a
27 majority vote of four out of five members.

28
29 20.4.1.2.3 Failing consensus, in the event of a quorum,
30 decision will be made by a majority vote of three
31 out of the four members. One of the three voters
32 in the majority, must be an administrator.

33
34 20.4.1.2.4 The Joint Panel shall establish its own meeting
35 schedule. Teachers who are members of the Joint
36 Panel may be released from their regular duties
37 to attend meetings. If, in carrying out their
38 responsibilities as members of the Joint Panel,
39 teacher members find it necessary to work
40 beyond their workday of seven hours and ten
41 minutes, they shall be compensated at the agreed
42 upon hourly rate of pay established for unit
43 members.

44
45 20.4.1.3 The Joint Panel's primary responsibilities involve
46 establishing the annual Program and budget, and selecting
47 and overseeing the Consulting Teachers. In addition, the
48 Panel is responsible for:

- 49
50
51
- 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 19.13.1.8 in this document.
- Establishing the Program's internal operating rules and procedures necessary to carry out the requirements of the Education Code and this Article, including a procedure for selecting the Joint Panel's chairperson. The Program's rules and procedures shall be consistent with the provisions of this Agreement.
- Forwarding a copy of the rules and procedures to the President of GEA, the Assistant Superintendent Human Resources, the Director of Curriculum upon adoption of the rules and procedures. The Consulting Teachers and Participating Teachers will be given a copy of the rules and procedures.
- Establishing a procedure and deadlines for application as a Consulting Teacher.

- Coordinating assistance for those unit members who are not classroom teachers.

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

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

The estimated state revenues for the Program

The estimated expenditures, involving:

- Projected number of Participating Teachers
- Projected number of Consulting Teachers needed
- Release time for the Joint Panel, Consulting Teachers, and Participating Teachers
- Pay for Panel members, if meeting outside the regular workday, shall be at the current hourly rate
- Pay for Consulting Teachers (Per item 19.14.2.7)
- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance

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

20.4.1 Consulting Teachers

1 20.4.2.1 The qualifications for the Consulting Teacher shall be set
2 forth in the rules and procedures established by the Joint
3 Panel. The rules and procedures shall constitute the
4 following minimum qualifications:
5

6 A credentialed classroom teacher with permanent status
7 and at least five years of recent teaching experience with
8 the last three years in the Garvey School District.
9

10 Demonstrated exemplary teaching ability, as indicated
11 by, among other things, effective communication skills,
12 subject matter knowledge, knowledge of state
13 frameworks and commitment to district curricular goals
14 and standards, and mastery of a range of teaching
15 strategies necessary to meet students' needs in different
16 contexts.
17

18 Ability to work cooperatively and effectively with other
19 teachers and administrators, demonstrates effective
20 leadership skills, and experience in working on school or
21 district committees.
22

23 Service as a full-time classroom teacher during the year
24 of application and each year of service.
25

26 20.4.1.2 Consulting Teacher positions shall be posted by the
27 district. Each applicant will be required to submit a
28 completed application. If the applicant successfully
29 passes the paper screening, the Joint Panel shall: (1)
30 schedule up to two classroom visitations to observe
31 directed teaching lessons, (2) have an oral interview with
32 the applicant, (3) make the recommendations which will
33 be forwarded to the Superintendent for Board approval.
34

35 20.4.1.3 Consulting Teachers will be trained to offer peer
36 assistance and to understand the specific functions of the
37 Peer Assistance and Review Program.
38

39 20.4.1.4 Consulting Teachers will be selected by Referred
40 Participating Teachers from the list of no fewer than three
41 Consulting Teachers by the Joint Panel. The Consulting
42 Teacher of the Referred Participating Teacher may
43 petition the Panel for an assignment change for good
44 reasons. The Referred Participating Teachers shall be
45 allowed only one change per year. Consulting Teachers
46 will be assigned to Beginning Teacher Support
47 Assignment (BTSA) program teachers by the Director of
48 Curriculum as they enter the BTSA program. The
49 Consulting Teachers will be assigned to the Voluntary
50 Participating Teachers by the Joint Panel.
51

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

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

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

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

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

20.5.1 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:

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- 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;

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

20.6.1 Other Provisions

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

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

from the Association's participation in the Peer Assistance and Review Program in the event the Association is included in any such actions.

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

20.6.4 Records

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

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

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

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

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

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

ARTICLE 21: DISCIPLINE PROCEDURE

21.1 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.

21.2 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.

21.3 Disciplinary action shall consist of the following:

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

21.3.2 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.

21.3.3 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.

21.3.4 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.

21.3.5 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.

- 1
2 21.4 For incidents of misconduct of a serious nature impacting on the physical
3 health and welfare of students, discipline may commence with Paragraph
4 21.3.3 (written reprimands), without first having to implement paragraphs
5 21.3.1 and 21.3.2
6
7 21.5 No unit member shall receive more than one (1) penalty for any single
8 action or infraction. No unit member shall be disciplined in a manner
9 other than that contained in Section 20.3 without their consent.
10
11 21.6 Whenever a unit member is given notice of any disciplinary action, he/she
12 shall be given concurrent notice of his/her right to appeal the decision by
13 utilization of Article 14 (Grievance Procedure); and, the right to be
14 represented by the Association.
15
16 21.7 If a grievance is filed by a unit member related to an alleged infraction,
17 then all disciplinary actions proposed by the District shall be stayed
18 pending a final decision on the grievance.
19
20 21.8 If, after having been disciplined (other than a verbal warning), a unit
21 member serves the District for twelve (12) months without the need for
22 further disciplinary action, he/she and the Association shall be given a
23 follow-up notice to that effect, which shall be attached to any original
24 notice that may have been placed in the unit member's personnel file.
25
26 21.9 All information and proceedings regarding any of the above actions or
27 proposed actions shall be kept confidential.
28
29 21.10 Any disputes arising out of this section shall be subject to the Grievance
30 Procedure.
31
32 21.11 Sexual Harassment
33
34 20.11.1 Sexual Harassment is defined as requests for sexual favors and/or
35 unwelcome sexual advances or physical conduct initiated by a
36 unit member. Examples of conduct that are prohibited in the
37 district and that may constitute sexual harassment include but are
38 not limited to:
39
40 a) Unwanted sexual advances
41 b) Offering employment benefits in exchange for sexual
42 favors.
43 c) Making or threatening reprisals after a negative response to
44 a sexual advance.
45 d) Visual conduct: Leering, making sexual gestures,
46 displaying of sexually suggestive objects, pictures,
47 cartoons, or posters.
48 e) Verbal conduct: Making or using derogatory comments,
49 epithets, slurs, and jokes or stories of a sexual nature.
50 f) Verbal sexual advances, propositions, or spreading sexual
51 rumors.

- 1 g) Verbal abuse of sexual nature, graphic verbal commentaries
2 about an individual's body, sexually degrading words used
3 to describe an individual, commentaries about an
4 individual's body, sexually degrading words used to
5 describe an individual, suggestive or obscene letters, notes,
6 or invitations.
7 h) Physical conduct: Touching, assaulting, impeding or
8 blocking movements.
9

10 20.11.2 Timeline: The timeline for sexual harassment in this section shall
11 be thirty-six (36) months instead of twelve (12) months:
12
13

14 **ARTICLE 22: PUBLIC CHARGES**

- 15
16 22.1 When a complaint filed by a member of the school community (including
17 District-enrolled students) might result in discipline, the affected unit
18 member has the right to be represented at all stages of the proceedings; the
19 right to be informed of the facts upon which the complaint is based; and
20 the right to meet with the complainant in the company of the appropriate
21 administrator to discuss the complaint.
22
23 22.2 When a complaint filed by a member of the school community (including
24 District-enrolled students) is about to result in discipline, the affected unit
25 member has the right to receive a written statement of the charge; the right
26 to file a written response to the charge (which shall be included in his/her
27 personnel file if appropriate); and the right to have a hearing on the matter
28 conducted by the District within the meaning of Title V 16023(c) (1) (C).
29
30 22.3 Should a unit member be reported, investigated, or legally charged with
31 child abuse, the District shall notify the unit member of such action, unless
32 prohibited by law. The District shall comply with the Education Code
33 with respect to the employment of said unit member during the period
34 of such charge or investigation. The District shall respect, insofar as
35 possible, the confidentiality of all information.
36
37 22.4 No reference or documentation of said report, charge or investigation shall
38 be placed in the unit member's personnel file.
39
40

41 **ARTICLE 23: SAFETY AND PROTECTION OF UNIT** 42 **MEMBERS**

43 44 23.1 Safe Working Conditions

- 45
46 23.1.1 Bargaining unit members shall not be required to work in unsafe
47 conditions, or to perform tasks that endanger their health, safety or
48 well-being, as stated by the Department of Public Health,
49 Cal/OSHA or OSHA and the District's Injury and Illness
50 Prevention Program (IIPP).

- 1
2 23.1.2 Bargaining unit members shall not be directed to perform tasks that
3 endanger their health, safety or well-being.
4
- 5 23.1.3 Unit members who discover potential safety problems at their work
6 site shall immediately report the problem to the appropriate
7 administrator. Administration shall respond to the employee(s)
8 within 5 working days, stating what has been done to make the
9 conditions safe, or if no actions have been taken, the reasons why.
10 Employees Unit members may be required to do alternate work
11 (within their job description) or work under modified conditions, as
12 directed until conditions are made safe for the completion of the
13 original assignments.
14
- 15 23.1.4 The District shall conform to and comply with all health, safety and
16 sanitation requirements imposed by local, state, or federal law or
17 regulations adopted under local, state or federal law.
18
- 19 23.1.5 Each school site shall appoint one GEA representative from
20 the School Site Council or the Site Safety Committee (if
21 responsibility for developing the comprehensive safety
22 plan has been delegated by the School Site Council) to the
23 District Safety Committee established to implement an
24 injury prevention program for district safety, emergency
25 and disaster preparedness. The representative shall be
26 chosen by unit members assigned to the site via election or
27 consensus.
28
- 29 23.1.6 Each worksite shall have a Site Safety Committee. The School
30 Site Council may serve as the Site Safety Committee or delegate
31 responsibility to the school safety planning committee in
32 compliance with the membership requirements set forth in
33 Education Code Section 32281. The Site Safety Committee shall
34 be responsible for developing and writing a comprehensive
35 school safety plan, pursuant to Education Code 32280 et seq. The
36 committee shall develop and annually review its discipline, site
37 safety, and emergency preparedness plan. The plans shall be
38 delivered (electronically) to employees on the site on an annual
39 basis. The District Safety Committee shall provide each worksite
40 with general procedures for safety with the site committee
41 overseeing unique site issues. The committee shall make the
42 District aware of any unaddressed safety issues.
43
- 44 23.1.7 The District shall provide each classroom and major work area
45 with first aid kits containing rubber gloves, basic first aid
46 supplies, emergency toileting supplies and other items which
47 may be unique to a specific work location.
48
- 49 23.1.8 The District shall keep all school grounds and facilities free of
50 unwanted rodents, pests, and insects such as ants, roaches and
51 fleas. If insecticides or poisons are used, the District shall

1 notify unit members of the names of the chemicals used at
2 least 24 hours, while school is in session, in advance of their
3 use. The District shall only apply them when unit members and
4 pupils are not present, allowing sufficient time for toxic effects
5 to wear off before humans re-enter the affected area.
6

7 8 23.2 Emergencies/Disasters 9

10 23.2.1 In the event of an emergency closure of District facilities by a
11 governmental agency outside the District, including but not
12 limited to natural disaster, quarantine, or government order, unit
13 members shall receive compensation in accordance with state
14 and county regulations. In the event of an emergency closure of
15 District facilities by the District, unit members shall receive
16 their daily rate of pay and benefits. - If make-up days are
17 required by law, the District shall negotiate said days with the
18 Association.
19

20 23.2.2 In the event of a general emergency or disaster during the normal
21 workday, unit members shall be expected to remain at their
22 respective sites until given other instructions by the site
23 administrator or his/her designee. The site administrator shall
24 make a reasonable effort to meet the needs of unit members with
25 respect to their families. If unit member assistance is required
26 beyond the workday, unit members shall be released for a
27 reasonable time, on a rotating basis, to attend to family needs. If
28 required to return to their work site, the unit member may be
29 accompanied by family members for the duration of the
30 emergency.
31

32 23.3 Pupil Suspension by Teacher 33

34 23.3.1 A bargaining unit member may suspend a pupil from her/his class
35 for the day of the suspension and the day following any act
36 enumerated in Education Code Section 48900, in accordance
37 with Education Code Section 48910. The official District form
38 for "Suspension by Teacher" will be readily available in the
39 school site office.
40

41 23.3.2 The unit member shall immediately report the suspension
42 to the site administrator (or designee) and send the pupil to
43 the administrator (or designee) for appropriate action.
44

45 23.3.3 The bargaining member shall ask the parent or guardian of the pupil
46 to attend a parent-teacher conference regarding the suspension,
47 pursuant to EC48910. A school administrator shall attend the
48 conference if the teacher or the parent or guardian so requests.
49

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

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

23.4 Assault on a Unit Member

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

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

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

23.5 Physical and Emotional Safety

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

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

ARTICLE 24: SITE-BASED DECISION MAKING (SBDM)

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

1
2
3
4 **ARTICLE 25: MANAGEMENT RIGHTS**
5

6 25.1 The District retains all statutory and constitutional rights and powers
7 which it has not agreed to limit in this Agreement.
8
9

10 **ARTICLE 26: CONCERTED ACTIVITIES**
11

12 26.1 The Association agrees not to strike, slowdown or otherwise disrupt the
13 normal educational activities of the District during the term of this
14 Agreement.
15
16

17 **ARTICLE 27: NEGOTIATIONS TIME LINE**
18

19 27.1 The parties agree that the Association shall submit its initial proposals no
20 later than the second Board of Education meeting in February and that the
21 parties shall begin meeting and negotiating no later than twenty calendar
22 days following the second Board of Education meeting in June.
23
24

25 **ARTICLE 28: OMISSIONS AND ERRORS**
26

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

34 **ARTICLE 29: EFFECT OF AGREEMENT**
35

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

41 **ARTICLE 30: SAVINGS PROVISION**
42

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

ARTICLE 31: YEAR ROUND EDUCATION

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

31.1.1 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

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

31.1.1.2 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

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

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

31.1.1.4 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.

31.1.1.5 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.

- 1 31.1.1.6 Intersession teaching assignments shall be voluntary and
2 not given without the mutual consent of the unit
3 member(s) directly involved. Intersession teaching
4 assignments shall be filled by members of the bargaining
5 unit, and shall be compensated at 5/7 of appropriate Step
6 and Column. District to pickup 5/7 of unit member's
7 fringe benefits. Said YRE M/T intersession teaching
8 assignments shall be for no more than 183 days per year;
9 additional days to be on a voluntary basis and
10 compensated at Certificated hourly rate. The District and
11 the Association agree that unit members assigned to YRE
12 M/T intersession positions shall qualify for salary
13 schedule step advance provisions pursuant to Article 6:
14 Salary. The District shall provide assistance in moving
15 materials to any new work location. Adequate storage
16 shall be provided for intersession teachers. The
17 intersession program will be operated under the direct
18 supervision of a certificated intersession teacher who will
19 be assisted by instructional assistants so that the
20 adult/student ratio will approximate 1:15.
21
- 22 31.1.1.7 Support staff personnel in year-round programs shall be
23 at the level of service no less than what is offered in the
24 traditional program. A support staff's annual assignment
25 shall be by mutual consent (as a normal procedure) and
26 shall be in conformance with State law.
27
- 28 31.1.1.8 Unit members shall be eligible for unpaid leave of
29 absence for up to one session of track assignment,
30 without losing their track assignment, as provided for in
31 Article 11: Leaves.
32
- 33 31.1.1.9 A unit member may have the flexibility to extend his/her
34 intersession by providing for coverage with another YRE
35 M/T unit member. This should be verified in writing by
36 the unit member and approved or disapproved by the site
37 administrator within five (5) working days from date of
38 receipt. This time limit may be extended by mutual
39 agreement. Written justification of a denial shall be given
40 to the unit member by the site administrator.
41
- 42 31.1.1.10 A unit member may have flexibility in adjusting his/her
43 track assignment by providing for coverage with another
44 year-round unit member. This should be verified in
45 writing by the unit member and approved or disapproved
46 by the site administrator within five (5) working days
47 from date of receipt. This time limit may be extended by
48 mutual agreement. Written justification of a denial shall
49 be given to the unit member by the site administrator.
50

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

Teachers substituting pursuant to this Agreement shall be paid at the District substitute rate of pay.

Unit members who wish to substitute in YRE M/T schools (or in traditional schools) shall annually notify the Human Resources Office, in writing.

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

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

31.1.1.14 Leaves shall conform to Article 11: Leaves.

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

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

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

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

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

K	201 minutes per day; 36,000 minutes per year
1-3	281 minutes per day; 50,400 minutes per year
4-6	301 minutes per day; 54,000 minutes per year

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

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

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

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

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

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

31.2.1.9 Leaves shall conform to Article 11: Leaves.

ARTICLE 32: TERM

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

In the 2026-2027 year, the District and GEA will have a full contract re-opener.

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

Salary
Fringe Benefits
Calendar
Up to three (3) articles chosen by each side.

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

CALENDAR: 2024-2025 AND 2025-2026:
See Attached Calendars

APPENDIX A

POSITIONS INCLUDED

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

POSITIONS EXCLUDED

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

APPENDIX B, B1 AND B2

THE FOLLOWING CERTIFICATED SALARY SCHEDULES WILL BE USED FOR:

SALARY SCHEDULE A & I (SEE APPENDIX B)

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

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

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

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

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

CREDIT FOR EXPERIENCE:

See Article 6, Section 6.1.2.

ANNIVERSARY INCREMENTS:

See Article 6, Section 6.5.

CLASSIFICATION DEFINITIONS:

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

MASTER'S DEGREE:

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

DOCTORATE:

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

APPENDIX C, C1, and C2

SCHOOL CALENDARS

APPENDIX C: 2026-2027 CALENDAR

GEA and the District agree to the following 2026-2027 calendar.

Appendix C = Traditional School Year Calendar

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

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

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

Appendix C1 = Psychologists School Year Calendar

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

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

Appendix C2 – Year Round Calendar

Currently this calendar is non applicable.

APPENDIX D

RETIREMENT OPTION FORMS

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

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

GARVEY SCHOOL DISTRICT
Rosemead, California

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

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

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

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

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

Section I: Pre-Retirement

NOW, THEREFORE, BE IT AGREED as follows:

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

Section II: Post-Retirement

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

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

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

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

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

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

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

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

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

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

43
44 OF LOS ANGELES COUNTY, CALIFORNIA
45

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

1 GARVEY SCHOOL DISTRICT
2 Rosemead, California
3

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

7 THIS AGREEMENT, made and entered into this _____ day of _____,
8 **20**____, by and between the GARVEY SCHOOL DISTRICT OF LOS ANGELES
9 COUNTY, CALIFORNIA, hereinafter referred to as DISTRICT and
10 _____, hereinafter referred to as EMPLOYEE.
11

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

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

20 The contract for services shall be for a period of two (2) years. A participant will
21 serve twenty (20) days per fiscal year in services mutually agreed upon by the
22 unit member and the District. Termination of the contract prior to completion of
23 the two (2) years shall be my mutual agreement. This contract may be extended
24 for a third year at the discretion of the participating unit member. This contract
25 may be extended up to a total of five (5) years upon mutual agreement of
26 participant and District.
27

28 NOW, THEREFORE, BE IT AGREED as follows:
29

30 1. EMPLOYEE agrees to retire from DISTRICT'S employment by
31 _____
32

33 **2. Section I: Benefits Available During The Ancillary Services Contract**
34

35 1. In consideration for services rendered to DISTRICT by EMPLOYEE, and
36 EMPLOYEE'S retirement under the DISTRICT'S Ancillary Services
37 Retirement Plan, incorporated by reference herein as though fully set forth,
38 DISTRICT agrees to provide employee with the following benefits:
39

- 40 a. A contract for a period of two (2) years, at twenty (20) work days per year
41 at a compensation rate that is equivalent to the member's per diem rate
42 based on his/her salary schedule placement.
- 43 b. Unit members entering the plan are to be afforded a mutually agreed
44 upon description of specific duties and specified amount of duty time
45 refined into calendrical dates and hours.
- 46 c. The District shall pay the premium for health/fringe benefits at the same
47 rate that is provided full-time unit members consistent with Article 8 of
48 the collective bargaining agreement.
- 49 d. The benefits listed above shall change each year at an amount equivalent
50 to the change in salaries and fringe benefits granted full-time members.
51

52 The DISTRICT and EMPLOYEE hereby agree to the following work schedule: _____
53 _____
54

55 **3. Section II: Benefits Available Upon Completion of Ancillary Services**
56 **Contract**
57

- 1 1. Under the DISTRICT medical coverage health benefits equal to, but not to
2 exceed, the cost of the premium for the least expensive health plan to age
3 sixty-five (65).
4
5 a. Any additional premium costs or premiums for additional coverage shall
6 be the Retiree's sole responsibility.
7 b. Effective January 1, 2010, the District shall pay the sum of \$106.00 per
8 month provided the retiree chooses a health plan offered by the District.
9 In order to receive this benefit, the retiree must be enrolled in a health
10 plan offered by the District.
11 c. If the retiree retires prior to his/her 60th birthday, Dental/Vision care provided by the
12 District to age 65. If the retiree retired after his/her 60th birthday, Dental/Vision care
13 provided for five (5) years after the date of retirement.
14 d. UNUM Life coverage, to age sixty-five (65) provided by the District.
15

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

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

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

38 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month
39 and year first above written.
40

41 GARVEY SCHOOL DISTRICT _____ DATE _____
42 (FOR DISTRICT)
43

44 OF LOS ANGELES COUNTY, CALIFORNIA
45
46

47 _____ DATE _____
48 EMPLOYEE'S SIGNATURE
49
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51 Board approved: September 23, 2021
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GARVEY SCHOOL DISTRICT
Rosemead, California

**CERTIFICATED RETIREMENT AGREEMENT
INCENTIVE PLAN**

THIS AGREEMENT, made and entered into this _____ day of _____
20____, 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. An amount equal to 20% of Column 1, Step 1 of Salary Schedule A for the first fifteen (15) years of service;
 - b. An amount equal to 1% of Column 1, Step 1 of Salary Schedule A for each additional year beyond year fifteen (15).
 - c. For every ten (10) years of District service, the District shall pay the premium for health/fringe benefits at the same rate that is provided full-time unit members consistent with Article 8 of the collective bargaining agreement for one year for the Retiree only.

Upon exhaustion of the benefit stated above, the retiree may choose from other health plans offered by the District, but shall pay the difference between least expensive health plan and the plan selected. Under the DISTRICT medical coverage health benefits equal to, but not to exceed, the cost of the premium for the least expensive health plan to age sixty-five (65).
 - d. If the retiree retires prior to his/her 60th birthday, Dental/Vision care provided by the District to age 65. If the retiree retired after his/her 60th birthday, Dental/Vision care provided for five (5) years after the date of retirement.
 - e. UNUM Life coverage, to age sixty-five (65) provided by the District.

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

Insurance Coverage	Yes	No
Health/Medical		
Dental		
Vision		
Life		

- 1 4. EMPLOYEE shall keep DISTRICT advised as to the address and telephone number at
2 which EMPLOYEE may be contacted.
3
4 5. This agreement may not be amended without the written consent of both parties. This
5 agreement is the sole agreement between DISTRICT and EMPLOYEE and the parties
6 expressly acknowledge no other written or oral representations or agreement between the
7 parties regarding retirement. The parties further acknowledge representation by anyone
8 else shall not have any force or effect without written approval of both parties.
9
10 6. EMPLOYEE shall assume the risk and be solely responsible for the payment of any
11 taxes, interest, penalties, or valid withholdings on the sums referred to in this agreement.
12 DISTRICT shall not be obligated to reimburse EMPLOYEE for any such taxes, nor shall
13 any such assessment against EMPLOYEE constitute a breach of this agreement.
14 DISTRICT has no responsibility to advise EMPLOYEE regarding the tax consequences
15 of participation in any part of this agreement and is encouraged to consult with a tax
16 advisor prior to participation in this agreement.
17
18 7. DISTRICT agrees to provide Health and Welfare Benefits in accordance with the
19 contract agreed to be the Garvey Education Association (GEA).
20

21 IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first
22 above written.
23
24

25 GARVEY SCHOOL DISTRICT: _____
26 (FOR DISTRICT)
27

28 OF LOS ANGELES COUNTY, CALIFORNIA.
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31 _____
32 EMPLOYEE'S SIGNATURE
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59 Board approved: September 23, 2021
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